



**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

PHILIP L. BROWNING  
Director

REVISED

September 18, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 September 18, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
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Second District  
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Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**RECOMMENDATION TO AMEND THE GROUP HOME FOSTER CARE SERVICES  
CONTRACT WITH TWO EXISTING GROUP HOME FOSTER CARE CONTRACTORS TO  
INCREASE CONTRACTED CAPACITY, ADD AN EMERGENCY SHELTER CARE  
SERVICES COMPONENT AND PROVIDE TWENTY-FOUR HOUR INTAKE EMERGENCY  
SHELTER CARE SERVICES  
(ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) seek to amend Group Home Foster Care Services (GH) Contracts Number 07-023-017 with Deliann Lucile Corporation to increase their contracted capacity by six beds, add an emergency shelter care services component to provide 24-hour intake emergency shelter care services; and Number 07-023-016 with David and Margaret Home, Inc., to add an emergency shelter care services component to provide 24-hour intake emergency shelter care services. These amendments will be effective the date of execution ~~through October 31, 2012~~. Additionally, DCFS and Probation seek delegated authority to increase contracted capacity, add an emergency shelter care services component to provide 24-hour intake emergency shelter care services to existing qualified GH Contractors, as needed.

**IT IS RECOMMENDATION THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer (CPO) of Probation, or designee, to execute Amendment Number Three to Group Home Foster Care Services Contract Number 07-023-017 with Deliann Lucile Corporation (Attachment I) to increase the contracted capacity by six beds, from eight to 14 beds, and add an emergency shelter care services component to provide 24-hour intake emergency shelter care services. The estimated annual placement cost for this amendment is \$599,784, to be financed by Title IV-E Waiver funding using 36

percent (\$215,922) Federal revenue, 33 percent (\$197,929) State revenue, and 31 percent (\$185,933) net County cost (NCC). This increase is within the total estimated placement cost of Group Home Foster Care Services. Sufficient funding is included in the Department's Fiscal Year (FY) 2012-13 Adopted Budget and will be included in the 2013-14 Budget Request. The Amendment will be effective the date of execution by the Director of DCFS, or designee, and the CPO, or designee.

2. Delegate authority to the Director of DCFS, or designee, and the CPO, or designee to execute form Amendment Number Two to Group Home Foster Care Services Contract Number 07-023-016 with David and Margaret Home, Inc. (Attachment II) to add an emergency shelter care services component to provide 24-hour intake emergency shelter care services. There is no placement cost increase for this Amendment and the annual contract placement cost will remain unchanged. The Amendment will be effective the date of execution by the Director of DCFS, or designee, and the CPO, or designee.

3. Delegate authority to the Director of DCFS, or designee, and the CPO, or designee, to execute amendments with the four GH Contractors listed on Attachment III, and with additional GH contractors as needed, to increase contracted capacity and add an emergency shelter care services component to provide 24-hour intake emergency shelter care services. The approval of County Counsel will be obtained prior to executing such amendments and the Director of DCFS will notify the Board and the CEO in writing within ten (10) business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action to amend the GH Contracts will enable DCFS and Probation to continue ensuring the safety and well-being of children under their supervision by allowing Deliann Lucile Corporation to add six Rate Classification Level (RCL) 12 beds to provide emergency shelter care intake services 24-hours per day, seven days per week, for placed youth, ages 11 to 17 years old; and allow David and Margaret Home, Inc. to designate 10 of their 50 GH contracted beds to provide emergency shelter care intake services, 24-hours per day, seven days per week, for placed female youth, ages 11 to 17 years old.

The recommended actions will provide 16 beds for emergency shelter care services to DCFS and Probation youth, either taken into or returned to protective custody by the DCFS' Emergency Response Command Post (ERCP) 24-hours per day, seven days per week, including weekends and holidays. This will ensure continuous availability of contracted beds for emergency placement of youth requiring after hours placement. The current GH Contract does not include the requirement for 24-hour, seven days per week intake. Without approval of the recommended actions, DCFS' ERCP will not have access to 16 dedicated GH emergency shelter care beds for hard to place youth, thereby increasing the likelihood of overstays of youth remaining at ERCP for more than four hours, pending an appropriate assessment and placement.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan's Goal #2, Fiscal Sustainability – which involves strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship; Strategic Initiative 2: Title IV-E Waiver Implementation and Renewal, which involves improving outcomes for children and families served and to ensure fewer children and youth are in

foster care and for a shorter length of stay.

### **FISCAL IMPACT/FINANCING**

The total estimated placement cost for Deliann Lucile Corporation's amendment is \$599,784 and there is no placement cost increase for the David and Margaret Home, Inc. amendment. The estimated annual placement cost for these two Contracts is \$6,397,696 to be financed by Title IV-E Waiver funding using 36 percent (\$2,303,170) Federal revenue, 33 percent (\$2,111,240) State revenue, and 31 percent (\$1,983,286) NCC. Funding is included in the Department's FY 2012-13 Adopted Budget and will be included in the Department's subsequent Fiscal Year budget request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS' ERCP has experienced a dire need for urgent placement options for hard to place youth and there is a concern regarding children staying at the ERCP for over four hours due to a shortage of emergency placement beds for youth. The current GH Contract does not require 24-hour intake placement, thereby, reducing the availability of contracted beds for the emergency placement of youth taken into protective custody after hours, on weekends or holidays.

On October, 21, 2008, your Board adopted the GH Master Agreement. The initial term of the GH Master Agreement was November 1, 2008, through October 31, 2009, with an option to extend for up to four additional 12 month renewal periods through October 31, 2013, and for six months beyond the current expiration date, if such time is necessary for the completion of a solicitation or negotiation of a new contract.

DCFS has evaluated and determined that the Amendments are in compliance with California Department of Social Services (CDSS) Contracting Policies Manual 23.604.38(1) which requires all contracts to have a provision for amendments. The amendments also comply with CDSS Contracting Policy Manual sections 23.604.4.41 and 23.604.4.42 and the new unit price does not exceed the unit price originally determined through competitive selection.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the Contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The Contractors are in compliance with all Federal, State, County and Board requirements.

The CEO and County Counsel have reviewed the Board Letter and the attached amendments. The Amendments have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

The current GH Contracts were executed effective November 1, 2008, and were solicited through a Request for Statement of Qualification (RFSQ) process that was released on August 31, 2007, by DCFS and Probation. DCFS received responses from 167 organizations, of which, 91 qualified GH agencies were approved for contracts by your Board on October 21, 2008.

DCFS issued a Request for Letter of Interest (RLOI) for Group Home Emergency Shelter Care Services (GH-ESC) on May 3, 2011, to 66 DCFS only and DCFS/Probation Dually Supervised existing GH Contractors. The RLOI outlined the following requirements that existing GH Contractors had to meet to be considered as a potential provider of GH-ESC:

- must be a current County of Los Angeles Group Home Foster Care Services provider that is currently in compliance with all requisite GH Contract terms and conditions;
- must not have been placed on a “Hold”, “Do Not Refer” or “Do Not Use” status within the last 24 months by DCFS or Probation;
- must have an existing Community Care Licensing Division licensed GH facility located in Los Angeles County available for providing GH-ESC, or be willing to expand the existing GH Foster Care Program to incorporate a new GH-ESC facility in Los Angeles County. This facility would have to be licensed and operational prior to the final execution of the amendment; and
- must meet additional service requirements as defined in the GH-ESC Statement of Work (SOW.)

DCFS received Letter of Interests (LOI) from 15 existing GH Contractors, 13 of which met the requirement. Two GH Contractors were disqualified for not meeting the rate classification level requirement as stated in the GH-ESC SOW. During the submittal process, two Contractors withdrew their LOIs, and four were non-responsive, and one was disqualified after a financial responsibility review. As a result of the RLOI, DCFS is recommending amendments to the GH Contracts with Deliann Lucile Corporation and David and Margaret Home, Inc. The remaining four GH Contractors listed on Attachment III are pending CDSS, Community Care Licensing Division approval. Upon CDSS approval, DCFS will ensure that all required documents are obtained and the facilities are licensed and operational prior to the execution of the amendments.

## CONTRACTOR PERFORMANCE

DCFS:

The current GH Contracts for Deliann Lucile Corporation and David and Margaret Home, Inc. are monitored on an annual basis. Monitoring results of the most recent evaluation period indicate that the services specified in the GH Contracts were delivered and the agencies are in compliance with the GH Contract requirements.

Probation Department:

The current GH Contracts for Deliann Lucile Corporation and David and Margaret Home, Inc. are monitored on an annual basis. Monitoring results of the most recent evaluation period indicate that the agencies are in compliance with the GH Contract requirements and are in good standing with Probation.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

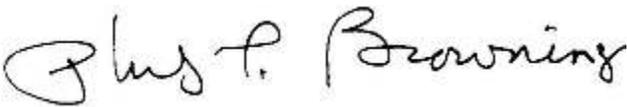
There has been a concern regarding youth ages 11-17 staying continuously at ERCP beyond four hours. Amending the Deliann Lucile Corporation and David and Margaret Home, Inc. Contracts to add GH-ESC will provide 16 additional placement options for short term emergency placement and assessment services.

Without approval of the recommended action, DCFS will have difficulty placing hard to place youth. Approval of the recommended action would ensure the continuous availability of contracted beds for the emergency placement of youth taken into protective custody after hours, on weekends or holidays by the ERCP and or Case Management Staff.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and Amendment to the Department of Children and Family Services and the Probation Department.

Respectfully submitted,



PHILIP L. BROWNING  
Director



JERRY E. POWERS  
Chief Probation Officer

PLB/JEP:CMM  
EO:va

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Chief Probation Officer



**AMENDMENT NUMBER THREE**

**TO**

**GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-017**

**WITH**

**DELIANN LUCILE CORPORATION**

**AMENDMENT NUMBER THREE TO  
GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-017**

**WITH**

**DELIANN LUCILE CORPORATION**

This Amendment Number Three to Group Home Foster Care Services Contract Number 07-023-017 (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on \_\_\_\_\_, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY") and Deliann Lucile Corporation. (hereinafter referred to as "CONTRACTOR"), is made this day of \_\_\_\_\_, 2012. The Catalog of Federal Domestic Assistance (CFDA) number is 93.658.

WHEREAS, CONTRACTOR provides Group Home Foster Care Services to COUNTY on Contract Number 07-023-017; and

WHEREAS, CONTRACTOR has added a Group Home Foster Care Program Statement number 1998.13.01 to add Emergency Shelter Care Services; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 5.0, CHANGES AND AMENDMENTS, in the Group Home Contract; and

WHEREAS, October 21, 2008, the Board of Supervisors approved the Group Home Foster Care Services Contracts with qualified non-profit corporations for group home foster care services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and for the purposes of this Contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) Circular A-133.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Group Home Foster Care Services Contract as follows:

1. PART 1: UNIQUE TERMS AND CONDITIONS, Section 1.0 APPLICABLE DOCUMENTS, Subsection 1.2 has been revised to read as follows:
  - 1.2 Exhibits A through A-XIIIc, B, C through C-III, D, E, F, G, H, I, J, K-I and K-II, L, and M, N, O, P, P-I, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG and HH set forth below, are attached to and incorporated by reference in this Contract.
2. PART 1: UNIQUE TERMS AND CONDITIONS, Section 2.0 DEFINITIONS, has been revised to read as follows:

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 “Aid to Families with Dependent Children-Foster Care (AFDC-FC)” – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2“ Case File” - means a file that is created by CONTRACTOR’s group home staff which includes the Intake Assessment, Team Meeting date(s), psychotropic medication list, if applicable, Daily Behavioral Log, clothing inventory, discharge information, and all DCFS and group home facility paperwork.
- 2.3 “Case Plan” – means a written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children’s Social Worker (CSW) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long-Term Foster Care).
- 2.4 “Child” - means a person between the ages of 11 through 17, who is under DCFS custody and requires immediate temporary placement, up to thirty (30) days, in a GH - ESC facility.
- 2.5 “Child Intake and Discharge Log” - means a daily log that is maintained by CONTRACTOR and is provided to the GH - ESC program by CONTRACTOR. The Child Intake Log contains the Child’s contact information, the CSW contact information, the date the Child arrived at the facility, date of discharge, and the Team Meeting date. The Discharge Log, maintained by CONTRACTOR and provided to the GH – ESC program, contains information about where the Child was discharged to and the date of discharge.
- 2.6 “Children’s Social Worker” or “CSW” – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 2.7 “Community” – means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child’s family is living when the child is placed.
- 2..8 “Community Care Licensing Division” or “CCLD” - means the division under the California Department of Social Services (CDSS) which regulates foster care agencies under Manual of Policies and Procedures, Title 22, including but not limited to:

- (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5); and
  - (b) Division 6, Chapter 5, Sections 84000 through 84091.4, *Group Homes*.
- 2.9 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.10 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.11 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.12 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.13 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.14 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.1 and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.15 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO).
- 2.16 “Critical Incident Report” - means Documentation of an incident including: (1) death or injury of a Child; (2) occurrence of an open referral of maltreatment by the caregiver against a Child; (3) hospitalization of a Child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the Child. Any Critical Incident Reports shall also be reported via the I-Track system and follow all procedures.
- 2.17 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

- 2.18 “Day Rehabilitation Program” – Programs funded by the Department of Mental Health (DMH) that operate in some Rate Classification Levels (RCL) 12 and 14 group homes (GHs). These programs provide an organized and structured mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on addressing delayed personal growth and development. Services are intended to maintain individuals in their settings, consistent with their requirements for learning, development and enhanced self-sufficiency.
- 2.19 “Day Treatment Intensive Program” – Programs funded by the Department of Mental Health (DMH) that operate in some GHs with high RCLs. These programs provide an organized and structured multi-disciplinary mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on assisting individuals to gain the social and functional skills necessary for appropriate development and social integration. Services are intended to prevent hospitalization or placement in a more restrictive facility.
- 2.20 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.21 “Delinquent Children” – A child who is a ward of the Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Delinquent Children.
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate Classification Level (RCL) 13 or 14 GH program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
  - 2.22.2 Support for the development of Day Rehabilitation Programs in GHs;
  - 2.22.3 Support for the development of Day Treatment Programs in GHs; and
  - 2.22.4 Providing Therapeutic Behavioral Services in GHs.
- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.
- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include

mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a)).

- 2.26 "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- 2.27 "Do Not Refer Status" or "DNR Status" –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.3, Do Not Refer Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.28 "Do Not Use Status" or "DNU Status" – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR's facility(ies), as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.4, Do Not Use Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.29 "Emancipation" – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 "Emancipation Planning" – means services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- 2.31 "Emergency" - means any serious situation that threatens the immediate health and safety of the Child or others while enrolled in the Group Home – Emergency Shelter Care program.
- 2.32 "Emergency Shelter Care" or "ESC" - means a program for temporary, usually thirty (30) days or less, time-limited, placement of Children who are in the custody of DCFS and require immediate temporary placement.
- 2.33 "Expended Funds" or "Expended" or "Expenditures" – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 24.0 Use of Funds, Sub-section 24.3 of this Contract.
- 2.34 "Facility" - means a CDSS licensed community care facility that provides twenty-four (24) hour care and supervision to Children, provides Group Home services to a specific client group, and maintains a structured environment.

- 2.35 “Family Group Decision Making” or “FGDM” – means a thoroughly studied, innovative social work tool that enables families, assisted by social workers, relatives and community members, to effectively plan and monitor the safety, protection and care of their children.
- 2.36 “Federal Tax Exempt Status” – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.37 “Fiscal Year(s)” - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.38 “Foster Care Funding and Rates Bureau” – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.
- 2.39 “Foster Care Payment Hotline” – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the group home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.40 “Group Home” or “GH” - means a CDSS licensed facility of any capacity, which provides twenty-four (24) hour care and supervision to Children in a structured environment, with such Services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home shall be non-medical except as permitted by Welfare and Institutions Code (WIC) section 17736(b).
- 2.41 “Group Home Emergency Shelter Care” or “GH – ESC” - means a CDSS licensed Group Home facility that is available for placements of Children in DCFS custody, twenty-four (24) hours per day, seven (7) days per week, and that provides temporary placement services for DCFS children for up to thirty (30) days, unless otherwise permitted by exception.
- 2.42 “Health and Education Passport” or “HEP” - means a black binder that consists of four sections: (1) placement documents (yellow index tab); (2) medical, dental, and immunization documents (green index tab); (3) education documents (blue index); and (4) enhancement and other documents such as photos, awards, honors, and Life Book items.
- 2.43 “Hold Status” – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.2 of this Contract and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.

- 2.44 “Independent Living Program” or “ILP” – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.45 “Intake Services” - means a verbal discussion between CONTRACTOR and COUNTY to discuss the Child’s needs to determine if the CONTRACTOR’s GH – ESC program meets the Child’s needs. CONTRACTOR shall be available to provide Intake Services twenty-four (24) hours per day, seven (7) days per week.
- 2.46 “Intense Supervision” - means Children are monitored at all times. When the program provides or arranges for activities on or off the premises, there shall be an adult staff member and an appropriate staff to child ratio shall be maintained.
- 2.47 “Interagency Placement Committee” – A committee which determines whether an AFDC-FC child is Seriously Emotionally Disturbed and in need of RCL 14 mental health services. It also re-evaluates each child at least every six months to determine whether or not RCL 14 services are still needed. The committee is made up of representatives from DCFS, Mental Health, Probation, the GH provider community, and Metropolitan State Hospital.
- 2.48 “Multi-disciplinary Assessment Team or MAT” – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child’s primary caregivers).
- 2.49 “Needs and Services Plan” – means a comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 84068.2, that delineates those Services necessary in order to meet the Placed Child’s identified needs.
- 2.50 “Night-Awake Staff” - means Group Home employees providing supervision to Children during the hours of 9:00 PM to 7:00 AM Pacific Standard Time (PST).
- 2.51 “Placed Child” or “Placed Children” – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.

- 2.52 "Placement Services" - means Physical assignment of the Child to the CONTRACTOR's facility. CONTRACTOR shall provide Placement Services twenty-four (24) hours per day, seven (7) days per week.
- 2.53 "Point of Engagement" or "POE" – is a collaborative public and private initiative that provides a community safety net for DCFS children and families. POE utilizes a multi-disciplinary approach that includes the family in the process of selecting and planning for the delivery of needed services.
- 2.54 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.55 "Probation" – means the COUNTY's Probation Department
- 2.56 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.57 "Program Directors" – means the Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer of the Probation Department.
- 2.58 "Program Manager" – means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit AA, County's Administration)
- 2.59 "Program Statement" – means a comprehensive description of the group home's program in effect during the term of this Contract.
- 2.60 "Rate Classification Level" or "RCL" – means the basis for monthly payment to CONTRACTOR, established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- 2.61 "Real property" – means land and anything growing on, attached to, or erected on it.
- 2.62 "Resource Utilization Management" or "RUM" - means DCFS staff responsible for providing direct support services for all line operation services Bureaus including assisting Regional staff with identifying the most appropriate placement and treatment resources for children requiring high levels of care, placement matching, securing mental health services and/or developmental services.
- 2.63 "Seriously Emotionally Disturbed" – Defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a child who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's

age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

2.63.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:

2.63.1.1 The child is at risk of removal from home or has already been removed from the home; or

2.63.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;

2.63.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

2.63.3 The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

2.64 Service Delivery Site: CDSS licensed Group Home.

2.65 "Severely Emotionally Disturbed/Severe Emotional Disorder" – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the "Seriously Emotionally Disturbed".

2.66 "Service(s)"- means CONTRACTOR's obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Program Statement.

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2.69 "Team Meeting" - means a group of people, which includes the Child, Children's Social Worker (CSW), Resource Utilization Management (RUM) and CONTRACTOR, each will have an equal voice, coming together to work towards a common purpose. At the Team Meeting important information will be gathered about strengths and needs that contribute to the overall assessment of the Child. The Team Meeting shall be scheduled by the CSW and held by the 7th calendar day of placement. If the 7th calendar day from

placement falls on a weekend, the Team Meeting shall be held by no later than the next business day. Team meeting may be completed via telephone.

- 2.70 "Therapeutic Behavioral Services" or "TBS" – Services provided in some GHs through the DMH to provide temporary support for an individual child who may be experiencing a life crisis, when a life crisis is imminent, or who requires additional support to transition from a higher to lower level of care or to prevent movement to a higher level of care. TBS services are funded by Medi-Cal under the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Program.
- 2.71 "Title 22" – means the California Code of Regulations for community care facilities including group homes.
- 2.72 "Un-Expended Funds" or "un-Expended" – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Real Property, Equipment, Fixed Assets, Sub-section 25.6 of this Contract.)
3. EXHIBITS, Exhibit A-2, Group Home Emergency Shelter Care Statement of Work, has been added as attached to this amendment.
4. EXHIBITS, Exhibit Y-2, Target Populations with Corresponding Rate Classification Levels (Group Home Emergency Shelter Care Services), has been added as attached to this amendment.
5. EXHIBITS, Exhibit B-2, Group Home Foster Care Program Number 1996.13.01 Program Statement as approved by the California Department of Social Services, has been added as attached to this amendment.
6. EXHIBITS, Exhibit K-I B, Group Home Emergency Shelter Program Rate Classification Letter, has been added as attached to this amendment.
7. EXHIBITS, Exhibit K-II B, Group Home Facility Number 198207109 License, has been added as attached to this amendment.
8. EXHIBITS, Exhibit BB -2, Service Delivery Site Form, has been added as attached to this amendment.
9. EXHIBITS, Exhibit HH, Emergency Shelter Care Discharge Summary Form, has been added as attached to this amendment.

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER THREE, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER THREE TO GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-017**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Three to be subscribed by the Director of the Department of Children and Family Services and the Chief Probation Officer of Probation Department and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrants under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
PHILIP L. BROWNING  
DIRECTOR  
Department of Children and  
Family Services

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
JERRY E. POWERS  
CHIEF PROBATION OFFICER  
Probation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
JOHN KRATTLI  
COUNTY COUNSEL

BY \_\_\_\_\_  
DAVID BEAUDET  
SENIOR DEPUTY COUNTY COUNSEL



**AMENDMENT NUMBER TWO**

**TO**

**GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-016**

**WITH**

**DAVID AND MARGARET HOME, INC.**

**AMENDMENT NUMBER TWO TO  
GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-016**

**WITH**

**DAVID AND MARGARET HOME, INC.**

This Amendment Number Two to Group Home Foster Care Services Contract Number 07-023-016 (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on \_\_\_\_\_, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY") and David and Margaret Home, Inc. (hereinafter referred to as "CONTRACTOR"), is made this day of \_\_\_\_\_, 2012. The Catalog of Federal Domestic Assistance (CFDA) number is 93.658.

WHEREAS, CONTRACTOR provides Group Home Foster Care Services to COUNTY on Contract Number 07-023-016; and

WHEREAS, CONTRACTOR has modified its Group Home Foster Care Program Statement number 0292.00.02 to add Emergency Shelter Care Services; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 5.0, CHANGES AND AMENDMENTS, in the Group Home Contract; and

WHEREAS, October 21, 2008, the Board of Supervisors approved the Group Home Foster Care Services Contracts with qualified non-profit corporations for group home foster care services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and for the purposes of this Contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) Circular A-133.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Group Home Foster Care Services Contract as follows:

1. PART 1: UNIQUE TERMS AND CONDITIONS, Section 1.0 APPLICABLE DOCUMENTS, Subsection 1.2 has been revised to read as follows:
  - 1.2 Exhibits A through A-XIIIc, B, C through C-III, D, E, F, G, H, I, J, K-I and K-II, L, and M, N, O, P, P-I, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG and HH set forth below, are attached to and incorporated by reference in this Contract.
2. PART 1: UNIQUE TERMS AND CONDITIONS, Section 2.0 DEFINITIONS, has been revised to read as follows:

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 “Aid to Families with Dependent Children-Foster Care (AFDC-FC)” – means foster care financial assistance paid on behalf of children in out-of-home placement who meet the eligibility requirements specified in applicable state and federal regulations and laws. The program is administered by DCFS.
- 2.2“ Case File” - means a file that is created by CONTRACTOR’s group home staff which includes the Intake Assessment, Team Meeting date(s), psychotropic medication list, if applicable, Daily Behavioral Log, clothing inventory, discharge information, and all DCFS and group home facility paperwork.
- 2.3 “Case Plan” – means a written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children’s Social Worker (CSW) or Deputy Probation Officer (DPO) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS or Probation. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption, Legal Guardianship and Long-Term Foster Care).
- 2.4 “Child” - means a person between the ages of 11 through 17, who is under DCFS custody and requires immediate temporary placement, up to thirty (30) days, in a GH - ESC facility.
- 2.5 “Child Intake and Discharge Log” - means a daily log that is maintained by CONTRACTOR and is provided to the GH - ESC program by CONTRACTOR. The Child Intake Log contains the Child’s contact information, the CSW contact information, the date the Child arrived at the facility, date of discharge, and the Team Meeting date. The Discharge Log, maintained by CONTRACTOR and provided to the GH – ESC program, contains information about where the Child was discharged to and the date of discharge.
- 2.6 “Children’s Social Worker” or “CSW” – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 2.7 “Community” – means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child’s family is living when the child is placed.
- 2..8 “Community Care Licensing Division” or “CCLD” - means the division under the California Department of Social Services (CDSS) which regulates foster

care agencies under Manual of Policies and Procedures, Title 22, including but not limited to:

(a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5); and

(b) Division 6, Chapter 5, Sections 84000 through 84091.4, *Group Homes*.

- 2.9 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.10 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.11 “COUNTY” – means the Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.12 “COUNTY’s Program Manager” or “CPM” – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.13 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.14 “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.1 and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.15 “COUNTY Worker” – means for a DCFS-Placed Child, COUNTY Worker is a Children’s Social Worker (CSW). For a Probation-Placed Child, COUNTY Worker is a Deputy Probation Officer (DPO).
- 2.16 “Critical Incident Report” - means Documentation of an incident including: (1) death or injury of a Child; (2) occurrence of an open referral of maltreatment by the caregiver against a Child; (3) hospitalization of a Child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the Child. Any Critical Incident Reports shall also be reported via the I-Track system and follow all procedures.
- 2.17 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

- 2.18 “Day Rehabilitation Program” – Programs funded by the Department of Mental Health (DMH) that operate in some Rate Classification Levels (RCL) 12 and 14 group homes (GHs). These programs provide an organized and structured mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on addressing delayed personal growth and development. Services are intended to maintain individuals in their settings, consistent with their requirements for learning, development and enhanced self-sufficiency.
- 2.19 “Day Treatment Intensive Program” – Programs funded by the Department of Mental Health (DMH) that operate in some GHs with high RCLs. These programs provide an organized and structured multi-disciplinary mental health treatment program to assist a distinct group of children/adolescents with serious emotional disturbance. The programs focus on assisting individuals to gain the social and functional skills necessary for appropriate development and social integration. Services are intended to prevent hospitalization or placement in a more restrictive facility.
- 2.20 “DCFS” - means COUNTY’s Department of Children and Family Services
- 2.21 “Delinquent Children” – A child who is a ward of the Juvenile Court under Welfare and Institutions Code, Section 601(a) or (b) or Section 602(a) or (b). Probation supervises Delinquent Children.
- 2.22 “Department of Mental Health” or “DMH” – The County of Los Angeles Department of Mental Health that, through its Children’s System of Care, provides services for emotionally disturbed children including those in GHs. These services include:
- 2.22.1 Certification of the mental health services component for any proposed rate Classification Level (RCL) 13 or 14 GH program prior to the Foster Care Funding and Rates Bureau establishing these rate levels;
  - 2.22.2 Support for the development of Day Rehabilitation Programs in GHs;
  - 2.22.3 Support for the development of Day Treatment Programs in GHs; and
  - 2.22.4 Providing Therapeutic Behavioral Services in GHs.
- 2.23 “Dependent Children” – A child who is within the jurisdiction of the Juvenile Court under Welfare and Institutions Code, Sections 300(a), (b), (c), (d), (e), (f), (g), (h), (i), and (j). DCFS supervises Dependent Children.
- 2.24 “Deputy Probation Officer” or “DPO” - An employee of the Probation Department who provides direct supervision of youth on formal probation.

- 2.25 “Developmental Disability” – A disability which originates before an individual attains age 18, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual. This term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature (Welfare and Institutions Code, Section 4512(a).
- 2.26 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.27 “Do Not Refer Status” or “DNR Status” –means all new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.3, Do Not Refer Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.28 “Do Not Use Status” or “DNU Status” – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.4, Do Not Use Status and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.29 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.30 “Emancipation Planning” – means services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- 2.31 “Emergency” - means any serious situation that threatens the immediate health and safety of the Child or others while enrolled in the Group Home – Emergency Shelter Care program.
- 2.32 “Emergency Shelter Care” or “ESC” - means a program for temporary, usually thirty (30) days or less, time-limited, placement of Children who are in the custody of DCFS and require immediate temporary placement.
- 2.33 “Expended Funds” or “Expended” or “Expenditures” – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 24.0 Use of Funds, Sub-section 24.3 of this Contract.

- 2.34 “Facility” - means a CDSS licensed community care facility that provides twenty-four (24) hour care and supervision to Children, provides Group Home services to a specific client group, and maintains a structured environment.
- 2.35 “Family Group Decision Making” or “FGDM” – means a thoroughly studied, innovative social work tool that enables families, assisted by social workers, relatives and community members, to effectively plan and monitor the safety, protection and care of their children.
- 2.36 “Federal Tax Exempt Status” – means the status of organization or agency that is exempt from Federal income tax under Section 501-(c)-(3) of the Internal Revenue Code.
- 2.37 “Fiscal Year(s)” - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.38 “Foster Care Funding and Rates Bureau” – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.
- 2.39 “Foster Care Payment Hotline” – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the group home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.40 “Group Home” or “GH” - means a CDSS licensed facility of any capacity, which provides twenty-four (24) hour care and supervision to Children in a structured environment, with such Services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home shall be non-medical except as permitted by Welfare and Institutions Code (WIC) section 17736(b).
- 2.41 “Group Home Emergency Shelter Care” or “GH – ESC” - means a CDSS licensed Group Home facility that is available for placements of Children in DCFS custody, twenty-four (24) hours per day, seven (7) days per week, and that provides temporary placement services for DCFS children for up to thirty (30) days, unless otherwise permitted by exception.
- 2.42 “Health and Education Passport” or “HEP” - means a black binder that consists of four sections: (1) placement documents (yellow index tab); (2) medical, dental, and immunization documents (green index tab); (3) education documents (blue index); and (4) enhancement and other documents such as photos, awards, honors, and Life Book items.
- 2.43 “Hold Status” – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.2 of this Contract and Exhibit N,

DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.

- 2.44 “Independent Living Program” or “ILP” – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.45 “Intake Services” - means a verbal discussion between CONTRACTOR and COUNTY to discuss the Child’s needs to determine if the CONTRACTOR’s GH – ESC program meets the Child’s needs. CONTRACTOR shall be available to provide Intake Services twenty-four (24) hours per day, seven (7) days per week.
- 2.46 “Intense Supervision” - means Children are monitored at all times. When the program provides or arranges for activities on or off the premises, there shall be an adult staff member and an appropriate staff to child ratio shall be maintained.
- 2.47 “Interagency Placement Committee” – A committee which determines whether an AFDC-FC child is Seriously Emotionally Disturbed and in need of RCL 14 mental health services. It also re-evaluates each child at least every six months to determine whether or not RCL 14 services are still needed. The committee is made up of representatives from DCFS, Mental Health, Probation, the GH provider community, and Metropolitan State Hospital.
- 2.48 “Multi-disciplinary Assessment Team or MAT” – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child’s primary caregivers).
- 2.49 “Needs and Services Plan” – means a comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 84068.2, that delineates those Services necessary in order to meet the Placed Child’s identified needs.
- 2.50 “Night-Awake Staff” - means Group Home employees providing supervision to Children during the hours of 9:00 PM to 7:00 AM Pacific Standard Time (PST).

- 2.51 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- 2.52 "Placement Services" - means Physical assignment of the Child to the CONTRACTOR's facility. CONTRACTOR shall provide Placement Services twenty-four (24) hours per day, seven (7) days per week.
- 2.53 "Point of Engagement" or "POE" – is a collaborative public and private initiative that provides a community safety net for DCFS children and families. POE utilizes a multi-disciplinary approach that includes the family in the process of selecting and planning for the delivery of needed services.
- 2.54 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- 2.55 "Probation" – means the COUNTY's Probation Department
- 2.56 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.57 "Program Directors" – means the Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer of the Probation Department.
- 2.58 "Program Manager" – means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit AA, County's Administration)
- 2.59 "Program Statement" – means a comprehensive description of the group home's program in effect during the term of this Contract.
- 2.60 "Rate Classification Level" or "RCL" – means the basis for monthly payment to CONTRACTOR, established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- 2.61 "Real property" – means land and anything growing on, attached to, or erected on it.
- 2.62 "Resource Utilization Management" or "RUM" - means DCFS staff responsible for providing direct support services for all line operation services Bureaus including assisting Regional staff with identifying the most appropriate placement and treatment resources for children requiring high levels of care, placement matching, securing mental health services and/or developmental services.
- 2.63 "Seriously Emotionally Disturbed" – Defined by Welfare and Institutions Code, Section 5600.3(a)(2) as a child who has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual

of mental disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

2.63.1 As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the Community, and either of the following occur:

2.63.1.1 The child is at risk of removal from home or has already been removed from the home; or

2.63.1.2 The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;

2.63.2 The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and

2.63.3 The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

2.64 Service Delivery Site: CDSS licensed Group Home.

2.65 "Severely Emotionally Disturbed/Severe Emotional Disorder" – Refers to a complex of emotional and behavioral problems that are slightly less profound in either degree or extent than the "Seriously Emotionally Disturbed".

2.66 "Service(s)"- means CONTRACTOR's obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Program Statement.

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and held by the 7th calendar day of placement. If the 7th calendar day from placement falls on a weekend, the Team Meeting shall be held by no later than the next business day. Team meeting may be completed via telephone.

- 2.70 “Therapeutic Behavioral Services” or “TBS” – Services provided in some GHs through the DMH to provide temporary support for an individual child who may be experiencing a life crisis, when a life crisis is imminent, or who requires additional support to transition from a higher to lower level of care or to prevent movement to a higher level of care. TBS services are funded by Medi-Cal under the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Program.
- 2.71 “Title 22” – means the California Code of Regulations for community care facilities including group homes.
- 2.72 “Un-Expended Funds” or “un-Expended” – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Real Property, Equipment, Fixed Assets, Sub-section 25.6 of this Contract.)
- 3. EXHIBITS, Exhibit A-2, Group Home Emergency Shelter Care Statement of Work, has been added as attached to this amendment.
- 4. EXHIBITS, Exhibit Y-2, Target Populations with Corresponding Rate Classification Levels (Group Home Emergency Shelter Care Services), has been added as attached to this amendment.
- 5. EXHIBITS, Exhibit B-2, the revised Group Home Foster Care Program Statement as approved by the California Department of Social Services, has been added as attached to this amendment.
- 6. EXHIBITS, Exhibit HH, Emergency Shelter Care Discharge Summary Form, has been added as attached to this amendment.

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER TWO, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER TWO TO GROUP HOME FOSTER CARE SERVICES  
CONTRACT NUMBER 07-023-016**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed by the Director of the Department of Children and Family Services and the Chief Probation Officer of Probation Department and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrants under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
PHILIP L. BROWNING  
DIRECTOR  
Department of Children and  
Family Services

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
JERRY E. POWERS  
CHIEF PROBATION OFFICER  
Probation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
JOHN KRATTLI  
COUNTY COUNSEL

BY \_\_\_\_\_  
DAVID BEAUDET  
SENIOR DEPUTY COUNTY COUNSEL

**EXISTING GROUP HOME CONTRACTORS PENDING CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, COMMUNITY CARE LICENSING DIVISION APPROVAL**

	<b>Contractor Name</b>	<b>Supervisorial District</b>
1	Bourne, Inc.	5
2	Children's Home of Southern California	3
3	Dream Home Care, Inc.	4
4	Pinnacle Foundation	2

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**GROUP HOME – EMERGENCY SHELTER CARE**

**STATEMENT OF WORK**



**DECEMBER 2011**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**GROUP HOME - EMERGENCY SHELTER CARE (GH - ESC)**

**STATEMENT OF WORK**

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
GROUP HOME - EMERGENCY SHELTER CARE (GH - ESC)**

**STATEMENT OF WORK**

**PART A - PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses, and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

**PART B – PROGRAM DESCRIPTION**

**1.0 OVERVIEW**

- 1.1 The COUNTY of Los Angeles Group Home - Emergency Shelter Care (GH – ESC) program is designed to serve Children (ages 11 through 17) at a Rate Classification Level (RCL) of 10, 11 or 12. The rate-setting regulations that apply to group homes are currently found in the Manual of Policies and Procedures, Division 11, Chapter 11-400, sections 11-402, 11-404 through 11-406, 11-415, 11-425, and 11-430. The California Department of Social Services (CDSS) Foster Care Funding and Rates Bureau establishes rates for group homes that are organized and operated as non-profit corporations.
- 1.2 Both the CDSS Community Care Licensing Division (CCLD) and the rate-setting regulations are available online at <http://www.dss.cahwnet.gov/ord/default.htm>. The codes referenced in this

Exhibit A-0, Group Home – Emergency Shelter Care Statement of Work (GH – ESC SOW), from the California Education Code, Health and Safety Code, Vehicle Code, and Welfare and Institutions Code, are available at <http://www.leginfo.ca.gov/>.

- 1.3 GH - ESC service shall be provided to the target population of children who are placed in group homes based upon group home RCL. In addition to the services otherwise described in this master contract and statement of work, the CONTRACTOR shall provide services to Children as follows:
  - 1.3.1 For RCLs 10, 11, or 12: (1) provide intensive supervision; (2) provide intensive social work; (3) ensure access to mental health treatment services; and (4) provide behavioral intervention.
  - 1.3.2 For RCL 10, 11 or 12: (1) provide emergency shelter care and intensive supervision for Placed Children ages 11 through 17 for thirty (30) days or less; (2) provide intake and placement services twenty-four (24) hours per day, seven (7) days per week; Many of these Children have a significant history of multiple placement failures, unresolved emotional trauma, and behavior problems, including defiant and delinquent conduct. In special circumstances, the Child may need to remain placed beyond the thirty (30) days of placement; this will be assessed on a case-by-case basis and approved by the GH - ESC County Program Manager in accordance with CDSS Manual of Policies and Procedures, Section 31-415.1 through 31-415.2.
  - 1.3.3 For RCL 10, 11 or 12: CONTRACTOR shall provide a safe and caring temporary placement for Children ages 11 through 17. Once these Children arrive at CONTRACTOR's facility, each Child will be provided with a bed, and during their stay, each Child will be provided for his/her basic needs.
  - 1.3.4 For RCL 10, 11 or 12: CONTRACTOR shall provide each Child with food, clothing, a place to sleep, medical care as needed, a place to do his/her homework, supervision, discipline and structure, while upholding his/her rights as described in Exhibit A-1, Foster Youth Bill of Rights.
- 1.4 CONTRACTOR's services shall result in the outcomes established by DCFS for Children, as stated in Exhibit A-0, GH – ESC SOW, Part F, Service Tasks to Achieve Performance Outcome Goals, Section 1.0 Safety and Section 2.0 Well-Being.

## **2.0 DCFS PRIORITIES FOR CHILDREN**

- 2.1 DCFS has established the following priorities for the Children in its care: (1) Safety; (2) Permanency; and (3) Well-Being/Self-Sufficiency.
- 2.1.1 GH - ESC program is a time limited placement of up to a thirty (30) day stay; therefore, the Permanency factor is not measured.
- 2.2 **Safety:** Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs). The Performance Measure Summary and service tasks addressing this priority are found in Part F, Section 1.0 of this GH – ESC SOW.
- 2.3 **Well-Being/Self-Sufficiency:** Well-Being/Self-Sufficiency refers to the overall well-being of foster Children including, but not limited to, educational opportunities, opportunities for psychological and social growth, as well as a number of other items especially relevant to foster children. The Performance Measure Summary and Service Tasks addressing this priority are found in Part F, Section 2.0 of this GH – ESC SOW.

### 3.0 DEFINITIONS

The following words in this GH – ESC SOW shall have the meanings given below, unless otherwise apparent from the context in which they are used.

- 3.1 **Team Meeting:** A group of people, which includes the Child, Children's Social Worker (CSW), Resource Utilization Management (RUM) and CONTRACTOR, each will have an equal voice, coming together to work towards a common purpose. At the Team Meeting important information will be gathered about strengths and needs that contribute to the overall assessment of the Child. The Team Meeting shall be scheduled by the CSW and held by the 7th calendar day of placement. If the 7th calendar day from placement falls on a weekend, the Team Meeting shall be held by no later than the next business day. Team meeting may be completed via telephone.
- 3.2 **Case File:** A file that is created by CONTRACTOR's group home staff which includes the Intake Assessment, Team Meeting date(s), psychotropic medication list, if applicable, Daily Behavioral Log, clothing inventory, discharge information, and all DCFS and group home facility paperwork.
- 3.3 **Child:** A person between the ages of 11 through 17, who is under DCFS custody and requires immediate temporary placement, up to thirty (30) days, in a GH - ESC facility.
- 3.4 **Child Intake and Discharge Log:** A daily log that is maintained by CONTRACTOR and is provided to the GH - ESC program by CONTRACTOR. The Child Intake Log contains the Child's contact

information, the CSW contact information, the date the Child arrived at the facility, date of discharge, and the Team Meeting date. The Discharge Log, maintained by CONTRACTOR and provided to the GH – ESC program, contains information about where the Child was discharged to and the date of discharge.

- 3.5 **Community Care Licensing Division (CCLD):** A division under the California Department of Social Services (CDSS) which regulates foster care agencies under Manual of Policies and Procedures, Title 22, including but not limited to:
- (a) Division 6, Chapter 1, Sections 80000-80095, *General Licensing Requirements* (except as otherwise noted in Division 6, Chapter 5); and
  - (b) Division 6, Chapter 5, Sections 84000 through 84091.4, *Group Homes*.
- 3.6 **Corrective Action Plan (CAP):** A written commitment by CONTRACTOR to remedy its performance deficiencies under the contract.
- 3.7 **Critical Incident Report:** Documentation of an incident including: (1) death or injury of a Child; (2) occurrence of an open referral of maltreatment by the caregiver against a Child; (3) hospitalization of a Child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the Child. Any Critical Incident Reports shall also be reported via the I-Track system and follow all procedures.
- 3.8 **Emergency:** Any serious situation that threatens the immediate health and safety of the Child or others while enrolled in the Group Home – Emergency Shelter Care program.
- 3.9 **Emergency Shelter Care (ESC):** A program for temporary, usually thirty (30) days or less, time-limited, placement of Children who are in the custody of DCFS and require immediate temporary placement.
- 3.10 **Facility:** A CDSS licensed community care facility that provides twenty-four (24) hour care and supervision to Children, provides Group Home services to a specific client group, and maintains a structured environment.
- 3.11 **Group Home (GH):** A CDSS licensed facility of any capacity, which provides twenty-four (24) hour care and supervision to Children in a structured environment, with such Services provided at least in part by staff employed by the licensee. The care and supervision provided by a group home shall be non-medical except as permitted by Welfare and Institutions Code (WIC) section 17736(b).

- 3.12 **Group Home Emergency Shelter Care (GH - ESC):** A CDSS licensed Group Home facility that is available for placements of Children in DCFS custody, twenty-four (24) hours per day, seven (7) days per week, and that provides temporary placement services for DCFS children for up to thirty (30) days, unless otherwise permitted by exception.
- 3.13 **Health and Education Passport (HEP):** A black binder that consists of four sections: (1) placement documents (yellow index tab); (2) medical, dental, and immunization documents (green index tab); (3) education documents (blue index); and (4) enhancement and other documents such as photos, awards, honors, and Life Book items.
- 3.14 **Intake Services:** A verbal discussion between CONTRACTOR and COUNTY to discuss the Child's needs to determine if the CONTRACTOR's GH – ESC program meets the Child's needs. CONTRACTOR shall be available to provide Intake Services twenty-four (24) hours per day, seven (7) days per week.
- 3.15 **Intense Supervision:** Children are monitored at all times. When the program provides or arranges for activities on or off the premises, there shall be an adult staff member and an appropriate staff to child ratio shall be maintained.
- 3.16 **Night-Awake Staff:** Group Home employees providing supervision to Children during the hours of 9:00 PM to 7:00 AM Pacific Standard Time (PST).
- 3.17 **Placement Services:** Physical assignment of the Child to the CONTRACTOR's facility. CONTRACTOR shall provide Placement Services twenty-four (24) hours per day, seven (7) days per week.
- 3.18 **Resource Utilization Management (RUM):** a DCFS staff responsible for providing direct support services for all line operation services Bureaus including assisting Regional staff with identifying the most appropriate placement and treatment resources for children requiring high levels of care, placement matching, securing mental health services and/or developmental services.
- 3.19 **Service Delivery Site:** CDSS licensed Group Home.

## **PART C - TARGET POPULATION**

The GH – ESC program is limited to DCFS children ages 11 – 17 placed in group homes at RCL 10, 11 or 12. A Child that is enrolled in the GH - ESC program has multiple unmet needs for stability, continuity, emotional support, nurturing, and permanence. Many Children enrolled in the GH – ESC program have a history of psychiatric hospitalizations and/or a prior history of multiple group home placements and/or previous emergency shelter care placements. DCFS and Probation children can only be placed together in accordance with Welfare and Institutions Code, Section 16514(c), which prohibits court dependents and wards from being placed in the same group home unless the group home “has a program that meets the specific needs of the minor being placed and there is a commonality of needs with the other minors in the group home

These Children require very intensive supervision, mental health services treatment, and often require behavioral intervention.

Exhibit Y, Target Populations with Corresponding Rate Classification Levels, describes the general target populations of children who are placed in group homes based upon RCL level.

## **PART D - COUNTY'S RESPONSIBILITIES**

### **4.0 PROGRAM STAFF**

COUNTY shall have a designated COUNTY Program Manager (CPM) who will be responsible for administering this CONTRACT and the daily management of this Contract's operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

4.1 The CPM responsible for daily management of Contract operation is:

Jane Garcia, MSW  
Program Manager  
Department of Children and Family Services  
Emergency Shelter Care Program  
9320 Telstar Avenue, Suite 216  
El Monte, CA. 91731  
(626) 569-6873

4.2 The CPM shall have a designee who may act in his/her place at all times. The CPM and designee are identified in COUNTY'S Administration (Exhibit AA).

4.3 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.

4.4 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

### **5.0 REFERRAL TO THE GH - ESC PROGRAM**

5.1 Referral: When the Children's Social Worker (CSW) needs to locate an emergency placement for a Child during business hours of Monday – Friday 8:00 AM to 5:00 PM PST, the CSW shall contact the CPM or designee at (626) 569-6873, (626) 569-6871, (626) 569-6868 or contact the Emergency Shelter Care cell phone at (626) 243-6107. At all times outside regular business hours, the CSW shall contact the Emergency Response Command Post (ERCP) at (213) 639-4500 for emergency placements.

5.2 Health and Education Passport:

5.2.1 Education Information: At the time of placement, and in accordance with confidentiality law restrictions, the Child's CSW shall provide CONTRACTOR with Child's educational information and reports for placement in the Child's Health and Education Passport (HEP) binder, including: (1) the educational providers'

names and addresses; (2) the Child's grade level performance; (3) the Child's school attendance; (4) the Child's school records; where applicable, (5) the Child's Individualized Education Plan (IEP) and/or special educational services provided; and (6) any other relevant educational information.

5.2.2 Medical Information: At the time of placement, and in accordance with confidentiality law restrictions, the Child's CSW shall provide CONTRACTOR with medical information and reports for placement in the Child's HEP binder.

5.2.3 The Child's CSW shall provide the HEP binder to the CONTRACTOR. If the Child is already placed in another facility, it is the CSW's responsibility to provide the HEP binder to the new placement.

5.3 Monitoring and Quality Assurance: An integrated set of evaluation instruments shall be developed by the Emergency Shelter Care Staff from the Out-of-Home Care Management Division (OHCMD) in order to collect outcome and other related data from CONTRACTOR. The review process shall include, but shall not be limited to:

5.3.1 A site inspection, review of personnel records, review of Children's discharge files, review of personnel training records, review of psychotropic medication and interview of Child(ren).

5.3.2 A fiscal and record-keeping review shall be conducted annually by the COUNTY's Auditor-Controller Department in accordance with the Auditor-Controller Group Home Contract Accounting and Administration Handbook, Exhibit C-I.

## **PART E - CONTRACTOR'S GENERAL RESPONSIBILITIES**

### **6.0 CONTRACTOR'S ADMINISTRATION**

- 6.1 As identified in Exhibit GG, of this CONTRACT, CONTRACTOR shall designate a CONTRACTOR Program Director (CPD) who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this GH – ESC SOW.
- 6.2 The CPD shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis.
- 6.3 The CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

### **7.0 STAFFING REQUIREMENTS, QUALIFICATIONS, DUTIES, AND TRAINING**

- 7.1 CONTRACTOR shall hire and maintain qualified and trained staff in adequate numbers with sufficient education, experience and expertise to successfully operate the GH - ESC program in compliance with the requirements of this GH – ESC SOW.

#### **7.1.1 Group Home Staff:**

- 7.1.1.1 CONTRACTOR shall assign GH - ESC staff to ensure that the following tasks are completed:

- a. Obtaining, developing, and recording information as specified in CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 1, Section 80070 and Title 22, Division 6, Chapter 5, Section 84070;
- b. Completing an intake study as specified in CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 5, Section 84068.1;
- c. Completing the discharge plan as specified in CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 5, Section 84068.4 and Discharge Summary: Group Home (Exhibit HH).

- 7.1.1.2 CONTRACTOR shall provide Night-Awake Staff and shall comply with all applicable regulations, including, but not limited to, the staffing levels/hours, and qualifications as specified in the applicable sections of Title 22, Division 6,

Chapters 1 and 5. Specific requirements in these regulations, include, but are not limited to, the following:

- a. Facility Manager shall be present at the facility at all times when one or more Child(ren) is/are present, qualified as specified in Title 22, Division 6, Chapters 5, Sections 84065 (d) and 84065.2(a)(1)(A); and
  - b. Supervision Staff with sufficient expertise shall supervise, protect and provide care for the Children individually and in groups at all times, qualified and in the minimum number specified in Title 22, Division 6, Chapter 5, Sections 84065.2(b) and 84065.5(c).
- 7.2 Subcontracting: CONTRACTOR shall not subcontract any services rendered through the GH – ESC program. Any attempt by CONTRACTOR to subcontract any services rendered through the GH – ESC program, in whole or in part, shall constitute a material breach of the terms of this Contract and may result in COUNTY’s termination of the Contract, in whole or in part, at COUNTY’s sole discretion.
- 7.3 Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional licenses for all staff, as applicable.
- 7.4 Staff Language Requirements: CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.
- 7.5 Staff Clearances: CONTRACTOR shall ensure that each staff member providing services under this Contract receives clearances in the following areas:
- 7.5.1 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are subject to a Mantoux PPD Test/chest x-ray not more than one (1) year prior to commencing work under this Contract, and at least once every three (3) years thereafter, for the duration of the Contract.
    - 7.5.1.1 Any employee who tests positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray), prior to commencing work under this contract.
    - 7.5.1.2 CONTRACTOR shall maintain copies of TB test results in each employee’s personnel folder.

7.5.2 Staff Fingerprint Clearances, Child Abuse Central Index Checks (LIC 198 A), and Criminal Record Statement (LIC 508):

7.5.2.1 For the safety and welfare of the placed Child(ren), the CONTRACTOR agrees, as permitted by law, to require all personnel performing services under this Contract to: (1) submit two sets of fingerprints in accordance with CCLD procedures for the Department of Justice and FBI criminal records searches for all non-exempt persons specified in California Health and Safety Code Section 1522(b); (2) submit for all non-exempt persons the Child Abuse Central Index Check for State Licensed Facilities (LIC 198 A); (3) ensure that all non-exempt persons complete a Criminal Records Statement (LIC 508); and (4) follow the requirements in California Health and Safety Code, Sections 1522-1522.01 (Exhibit F) and as specified in the CDSS Manual of Policies and Procedures, Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(2).

7.5.2.2 CONTRACTOR shall require that individuals with either a clearance or an exemption report any subsequent arrest and/or conviction to CONTRACTOR, CCLD, and DCFS CSW, and DCFS assigned monitor, within 48 hours.

7.5.3 Staff Training Program:

CONTRACTOR shall ensure that its staff providing services under this Contract are trained, as appropriate. All training requirements and documentation shall be filed in the personnel file of each staff member.

**8.0 CONTRACTOR'S DAYS/HOURS OF OPERATION**

8.1 CONTRACTOR shall provide Intake Services twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall also provide COUNTY with an emergency phone number to access Intake Services twenty-four (24) hours per day, seven (7) days per week, including holidays, to receive Child.

8.2 CONTRACTOR shall provide Placement Services twenty-four (24) hours per day, seven (7) days per week.

**9.0 SERVICE DELIVERY SITES**

9.1 CONTRACTOR'S services shall be provided in a licensed Group Home facility as listed on Exhibit BB, Service Delivery Sites.

- 9.2 CONTRACTOR shall request approval from COUNTY's Program Manager, in writing, a minimum of thirty (30) days prior to commencing services at any approved location(s) listed on Exhibit BB, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY's Program Manager.
- 9.3 CONTRACTOR shall have a licensed service delivery site within Los Angeles County exclusively for the purpose of providing ESC services;
- 9.4 CONTRACTOR shall not utilize a GH - ESC program designated bed for a child(ren) not currently enrolled in the GH - ESC program.

**10.0 CONTRACTOR'S CARE MANAGEMENT:**

- 10.1 The GH - ESC program does not measure for Permanency, only for Safety and Well-Being; therefore, COUNTY does not require a Needs and Services Plan (NSP) under the GH - ESC program.
- 10.2 CONTRACTOR shall develop a plan of operation with policies and procedures regarding intake, safe temporary placement, and discharge.
- 10.3 A Team Meeting is required by the 7<sup>th</sup> calendar day of placement, including the Child, the CSW, RUM and the Group Home staff. The Team Meeting shall be scheduled by the CSW and may be in person or by telephone. At the Team Meeting important information will be gathered about strengths and needs that contribute to the overall assessment of the Child. The Team meeting shall be documented by group home staff in the Child's Case File and provide the date in the Child Intake and Discharge Log.
- 10.4 **Case File:** CONTRACTOR shall maintain a Case File for each Child, which shall include the Intake Assessment, Team Meeting date(s), psychotropic medication list, if applicable, Daily Behavioral Log, clothing inventory, discharge information, and all DCFS and group home facility paperwork.
- 10.5 **Intake, Placement and Discharge:** CONTRACTOR shall provide intake, placement and discharge services.
  - 10.5.1 **Intake:** CONTRACTOR shall be available twenty-four (24) hours per day, seven (7) days per week, to discuss detailed information of the Child to determine if the CONTRACTOR's GH – ESC program meets the needs of the Child. If the CONTRACTOR's GH – ESC program meets the needs of the Child, the CONTRACTOR shall be available twenty-four (24) hours per day, seven days per week, including holidays, to receive Child(ren) for placement.
    - 10.5.1.1 The Intake discussion shall include, but not be limited to:

- (a) request information from the County Worker in conformity with DCFS policy and confidentiality laws regarding the referred child's/children's needs, including copies of all court reports and social studies;
- (b) request from County Worker information regarding any known or suspected dangerous behavior of the referred child;
- (c) discuss the type of Services the referred child requires;
- (d) provide the County Worker information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed GH site/staff and describe what action the CONTRACTOR has taken in response to such referrals/allegations.
- (e) discuss with County Worker the children currently living in the proposed GH site, including ages, backgrounds, and placing agencies;
- (f) discuss with both the County Worker and referred child(ren), when age appropriate, the school programs, social work Services, and recreational activities that are available
- (g) discuss with County Worker the transportation arrangement if the person holding the right to make educational decisions plans for the referred child to continue in the school of origin;

10.5.2 **Placement:** CONTRACTOR shall be available twenty-four (24) hours per day, seven (7) days per week, to receive Child(ren) for placement.

10.5.2.1 CONTRACTOR shall provide and discuss with each newly enrolled Child, in an age-appropriate manner, a comprehensive overview of CONTRACTOR'S program and procedures, including:

- a. The personal rights information in the LIC 613 B, Personal Rights, Exhibit A-IV
- b. The Foster Youth Bill of Rights, Exhibit A-I

- c. Welfare Institutions Code, Section 16001.9, available at this link: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=15001-16000&file=16000-16014>; and
- d. Health and Safety Code, Section 1522.41(a) to (c) (Exhibit H), available at this link: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1520-1526.8>.

10.5.2.1.1 Such overview shall also include discussions on: (1) opportunities for achievement; (2) career/vocational and job training; (3) life-skills training; (4) recreation; (5) educational options; (6) religious, spiritual, or ethical development in the Child's faith or the faith of his/her parents' choice; (7) the Child's clothing and weekly allowances; (8) house rules, including disciplinary practices and grievance/complaint procedures; (9) school attendance requirements, including school dress code and academic expectations; and (10) discharge procedures.

10.5.2.1.2 CONTRACTOR shall have the Child or the Child's CSW sign an acknowledgement of completion of the orientation and of the receipt of written copies of personal rights, Foster Youth Bill of Rights, house rules, disciplinary practices, grievance/complaint procedures, and discharge procedures.

10.5.2.2 CONTRACTOR shall sign and provide COUNTY an Agency - Group Home Agreement (Exhibit A-VII) also known as "Placement Packet" at the time of placement.

10.5.2.3 The Placement Packet shall include a DCFS 709 form Foster Child's Needs and Case Plan Summary. The CONTRACTOR may also contact the ESC Coordinator or the ESC Program Manager for further assistance.

**10.6 Discharge:**

10.6.1 CONTRACTOR shall not discharge any Child without a discussion and approval from the Child's CSW, SCSW, CPM or designee.

10.7 CONTRACTOR shall provide fiscal data to the COUNTY as requested.

10.8 Child Intake and Discharge Log: CONTRACTOR shall submit to the GH – ESC County Program Manager, on a daily basis, a Child Intake and

Discharge Log. The Log shall identify the Child's name, their CSW, telephone number, placement date, Team Meeting date, and discharge date. CONTRACTOR shall retain copies of all reports and the back-up data summarized in the reports as specified in the current law for record keeping.

**Special Incident Reporting Via the I-Track System:**

In addition to the reporting requirements in Title 22, Division 6 Chapter 1, Section 80061, and Chapter 5, Section 84061, the CONTRACTOR shall also notify DCFS of all reportable incidents such as behavioral/mental health incident, injury, illness, accident, death, unauthorized absence, alleged child abuse, agency emergency/disaster, and significant change in group home which impacts services to Child(ren) via the I-Track web-based system at <https://itrack.co.la.ca.us>. (Exhibit A-VIII)

All group home employees are mandated reporters of child abuse and neglect per Penal Code, Section 11165.7(a)(14). Child abuse and neglect in out-of-home care are defined in Section 11165.5.

## **PART F – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each Child enrolled in the GH - ESC program. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Contract and Statement of Work, including, but not limited to, the service tasks described in Part F, Sections 1.0 and 2.0. In addition, CONTRACTOR shall meet or exceed the performance targets described in each “Performance Measure Summary” which follows. (i.e., Performance Measure Summary, 1.0 Safety and 2.0 Well-Being/Self-Sufficiency) Throughout the term of this Contract, DCFS will monitor CONTRACTOR’S performance. Any failure by CONTRACTOR to comply with any of the terms of this Contract, including any failure to meet or exceed the performance targets described in each “Performance Measure Summary” which follows, may result in COUNTY’S termination of the whole or any part of the Contract, and/or placement of the CONTRACTOR on “Hold”, “Do Not Refer” (DNR), or “Do Not Use” (DNU) status or any other remedy specified in the Contract.

**COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS- SAFETY**

**PROGRAM: GROUP HOME - EMERGENCY SHELTER CARE (GH - ESC)**

**TARGET GROUP:** Child(ren) enrolled in the GH – ESC program

**OUTCOME GOAL:** Child(ren) enrolled in the GH - ESC program shall be safe and free from abuse and/or neglect as specified in Penal Code, Section <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>

<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS <sup>1</sup></b>	<b>METHOD OF DATA COLLECTION <sup>2</sup></b>
<p>Allegations of child abuse and/or neglect for any Child while receiving services at a GH-ESC program.</p> <p>.</p> <p>.</p>	<p>99.68% of Children placed in a GH - ESC facility do not have any new substantiated and/or inconclusive allegations as specified in Penal Code, Section 11164 et.seq. while receiving services under this Contract.</p> <p>98% of Children are free from Child-to-Child injuries while enrolled in the GH - ESC program.</p>	<p>CWS/CMS</p> <p>CCLD Citations</p> <p>Special Incident Reports via I-Track web-based system</p>

**1.0 SAFETY**

**PERFORMANCE OUTCOME GOAL:** Child enrolled in GH - ESC shall remain safe and free from abuse and/or neglect. The Service tasks required to achieve this goal are as follows:

**1.1 Assessment for Safety, Crisis Support**

**1.1.1 CONTRACTOR shall immediately assess the Child's safety, stabilization, and crisis (e.g., danger to self and others) while enrolled in GH - ESC.**

**1.1.1.1 CONTRACTOR shall document in writing information it receives regarding any known or suspected dangerous behavior of any Child while enrolled in GH - ESC.**

<sup>1</sup> The County maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of the Contractor. Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be evaluated on a case-by-case basis to determine appropriate corrective action.

<sup>2</sup> [CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein.](#)

1.1.2 Safe Living Environment: CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards, in accordance with Title 22, Division 6, Chapter 1, Section 80087(g) (1) through (3), except as otherwise noted, including the proper handling of the following:

1.1.2.1 Disinfectants, cleaning solutions, poisons, and other items that could pose a danger if readily available to Child, shall be stored where inaccessible to Children. Storage areas for poisons shall be locked. Medicines shall be stored as specified in Section 80075(m) and (n) and separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for Children.

1.1.2.2 CONTRACTOR shall monitor the use of all products in aerosol or glass containers.

1.1.2.3 CONTRACTOR shall monitor for compliance that: (1) Children are not exposed to second-hand smoke; (2) Children under eighteen (18) years of age do not have access to any tobacco products under any circumstances; (3) Children do not have access to any alcoholic beverages under any circumstances; and (4) Children do not have access to narcotics or illegal drugs.

1.1.2.4 Where a fence or wall is used to make an outdoor activity space inaccessible (e.g., a swimming pool), CONTRACTOR shall meet all the requirements of Title 22, Division 6, Chapter 1, Section 80087(f) and Chapter 5, Section 84087.2(a)(4). CONTRACTOR shall also keep any swimming pool area locked and inaccessible except when supervised by an adult who is certified for water safety. CONTRACTOR shall have safety equipment on hand in the pool area consisting of at least a donut ring with a rope and a pole with a hook.

1.1.2.5 CONTRACTOR shall check the Megan's Law Website at <http://meganslaw.ca.gov> prior to licensing a new site to ensure that no registered sex offender lives so close that he/she will be a potential threat to the safety of the Children served by CONTRACTOR. COUNTY will evaluate on a case-by-case basis the potential threat to safety at a new site prior to approving it.

1.1.2.6 CONTRACTOR shall maintain a daily log of all visitors that shall include, but shall not be limited to, the following information: (1) Name and address of the visitor (2) the name(s) of the person(s) they are visiting; (3) the Child's CSW; and (4) the visitor's arrival and departure times.

## 1.2 CONTRACTORS Responsibilities for GH – ESC Children Off Grounds

### 1.2.1 Pre-Approval by Child's CSW

1.2.1.1 Child may leave the facility unaccompanied for specific purposes if it has been pre-approved by the Child's CSW. CONTRACTOR shall keep staff schedules to be able to identify who is responsible for supervising the Child at all times.

### 1.2.2 Maintenance of a Sign-in/Sign-out Log

1.2.2.1 CONTRACTOR shall know the whereabouts of Children that are off facility grounds. CONTRACTOR shall maintain a detailed sign-in/sign-out log for Children that leave the facility for any reason other than regularly scheduled work, school, or group activities of CONTRACTOR. This log shall include the name of the Child, his/her destination, the time he/she left the facility, the anticipated time of return, and the name and telephone number of the person who is responsible for supervising the Child while he/she is away from the facility.

1.2.2.2 The CONTRACTOR shall maintain a daily log of all visitors that includes the following information: (1) Name and address of the visitor; (2) the name(s) of the person(s) they are visiting; (3) the Child's CSW; and (4) the visitor's arrival and departure times.

### 1.3 Vehicles Used to Transport GH - ESC Children

1.3.1 CONTRACTOR shall: (1) provide safe, insured vehicles(s) (in compliance with Insurance Requirements in the DCFS Group Home Contract, Unique Terms and Conditions, Section 6.0) to provide adequate transportation for Children; and (2) abide by all applicable federal, state, and local laws and regulations while transporting Children.

1.3.2 CONTRACTOR shall monitor and maintain records to verify that staff who transport Children: (1) have and maintain a valid driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport Children, in compliance with the insurance coverage requirements set forth in the DCFS Group Home Contract, Unique Terms and Conditions, Section 6.0.

### 1.4 Emergency Replacement of GH - ESC Children:

1.4.1 In the event of an Emergency, as defined in Part B, Section 3.0, Subsection 3.9 of this GH – ESC SOW, CONTRACTOR may move a Child without prior authorization from the Child's CSW.

1.4.2 CONTRACTOR shall notify, by telephone and in writing, the GH - ESC Program Manager, the Child's CSW, the CSW's supervisor, the CSW's administrator or, after working hours, The Child Protection Hotline phone

number (800-540-4000), of the emergency replacement. Notification shall be made as soon as possible but no later than twenty-four (24) hours after the Child is moved. CONTRACTOR shall then discuss the situation with the Child's CSW or the CSW's supervisor and document the conversation and decision in the Child's Case File.

## 1.5 Restraints and Seclusion:

1.5.1 CONTRACTOR shall abide by the requirements of California Health and Safety Code Sections 1180-1180.6 regarding the use of seclusion and behavioral restraints. These requirements include, but are not limited to, the following:

### 1.5.2 Important General Principles:

1.5.2.1 CONTRACTOR shall abide by the Child's right to be free from the use of seclusion and behavioral restraints as a means of coercion, discipline, convenience, or retaliation by staff, including the use of drugs to control behavior, if that drug is not a standard treatment for the person's medical or psychiatric condition;

1.5.2.2 CONTRACTOR shall use seclusion or behavioral restraints only when the Child's behavior presents an imminent danger of serious harm to self or others; and

1.5.2.3 CONTRACTOR shall utilize best practices and early intervention techniques to avoid prone containment.

### 1.5.3 Important Procedures

1.5.3.1 CONTRACTOR shall initiate, by the first week of enrollment, an assessment meeting that includes specified persons<sup>2</sup>, which is documented in the Child's Case File, regarding:

- a. Identification of early warning signs, triggers and precipitants that cause the Child to escalate or become aggressive;
- b. Identification of techniques, methods or tools that would help the Child control his/her behavior;
- c. Identification of pre-existing medical conditions or physical disabilities or limitations that would place the Child at a greater risk during a restraint or seclusion; and
- d. Identification of any trauma history, including any history of sexual or physical abuse that the Child feels is relevant.

1.5.3.2 CONTRACTOR shall maintain constant face-to-face observation of the Child if a seclusion or physical restraint is necessary.

1.5.3.3 CONTRACTOR shall conduct a clinical and quality review meeting with specified persons<sup>2</sup> within twenty four (24) hours of each seclusion or behavioral restraint to:

- a. Assist the Child to identify the cause of the incident and suggest ways to respond more safely and constructively to any recurrences;
- b. Assist staff to understand the cause and to develop alternative methods of helping the Child avoid or cope with such incidents;
- c. Help the staff devise treatment interventions to address the root cause of the incident and modify the treatment plan;
- d. Assess whether or not the intervention was necessary and implemented according to facility policies; and
- e. Have the Child and staff discuss how similar incidents can be prevented in the future.

#### 1.5.4 Important Specific Prohibitions

1.5.4.1 CONTRACTOR shall not use physical restraints/containments that obstruct a Child's respiratory airway or impair a Child's breathing or respiratory capacity, including, but not limited to, techniques in which pressure is placed on the Child's back or body weight is placed against the Child's torso or back;

1.5.4.2 CONTRACTOR shall not use physical restraints/ containments that use a pillow, blanket, or other item (e.g., hand) to cover the Child's face;

1.5.4.3 CONTRACTOR shall not use physical or mechanical restraints or containment on a Child with a known medical or physical condition, and where there is reason to believe that the use would endanger the Child's life or seriously exacerbate the Child's medical condition;

1.5.4.4 CONTRACTOR shall not use prone mechanical restraints of a Child at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider:

- a. Obesity;

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<sup>2</sup> The specified persons include: (1) the person secluded or restrained, and, if this person requests it, the person's family member or authorized representative; (2) the staff members involved in the incident; (3) COUNTY CSW; and (4) a COUNTY CSW supervisor, if reasonably available.

- b. Pregnancy;
- c. Agitated delirium or excited delirium syndromes;
- d. Use of cocaine, methamphetamine, or alcohol intoxication;
- e. Exposure to pepper spray;
- f. Pre-existing heart condition, including but not limited to, an enlarged heart or other cardiovascular disorders; and
- g. Respiratory conditions including emphysema, bronchitis, or asthma.

1.5.4.5 CONTRACTOR shall not use physical restraints/ containments of a Child in the facedown position with the Child's hands held behind the back; and

1.5.4.6 CONTRACTOR shall not use physical restraints/ containments of a Child as an extended procedure.

## 1.6 Runaway Procedures:

The CONTRACTOR shall try to locate a runaway child by:

### 1.6.1 Immediately calling DCFS.

As soon as you have discovered that a child has run away, please call the CSW or their supervisor. If it is after hours or on the weekend, or, you are unable to reach the CSW or their supervisor, call the **DCFS Child Protection Hotline at 1-800-540-4000**. Any assistance you can provide to the case-carrying social worker about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

1.6.2 Immediately call law enforcement and file a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

1.6.3 Within 72 hours, send the Missing Person's Report and reporting number to the CSW. If you are reporting a runaway, fill out an I-Track Special Incident Report. Cross report to Community Care Licensing, the DCFS Out-of-Home Care

Management Division, Runaway Outreach Unit, and to the CSW. Be sure to include the time and date the child was last seen and any significant details leading up to the incident.

1.6.4 Keep all of your copies of reports and documentation for at least 6 months.

**Important numbers to have on hand:**

CSW

CSWs' supervisor

Child Protection Hotline: 1-800-540-4000

Emergency Shelter Care Coordinator: (626) 569-6871

Emergency Shelter Care Cell Phone: (626) 243-6107

Runaway Outreach Unit: (213) 351-0271

Closest law enforcement agency

**COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS- WELL BEING/SELF-SUFFICIENCY**

**PROGRAM: GROUP HOME EMERGENCY SHELTER CARE (GH - ESC)**

**TARGET GROUP:** Child(ren) enrolled in GH – ESC Program

**OUTCOME GOAL:** Improve the level of functioning for Child(ren) enrolled in GH – ESC program in the areas of education, career planning, health, behavior, social and emotional well-being)

<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS <sup>3</sup></b>	<b>METHOD OF DATA COLLECTION <sup>4</sup></b>
<p>Improve levels of Child's(rens) functioning and meet the Child's (ren) health and emotional well-being.</p>	<p>At least 65% of enrolled Children will participate in educational activities and/or attendance.</p>	<p>CWS/CMS Child's Case File</p>
<p>Participate in a Team Meeting by the 7<sup>th</sup> calendar day of enrollment.</p>	<p>At least 75% of placed Children shall have completed a GH-ESC Exit Summary Form</p>	<p>Emergency Shelter Care Yearly Monitoring</p>

<sup>3</sup> The County maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of the Contractor. Each incident of substantiated abuse or neglect that occurs under CONTRACTOR'S supervision must be evaluated on a case-by-case basis to determine appropriate corrective action.

<sup>4</sup> CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein.

## **2.0 WELL-BEING/SELF-SUFFICIENCY**

PERFORMANCE OUTCOME GOAL: Children enrolled in GH - ESC will improve their level of functioning and overall well-being.

### **2.1 Facility Compliance:**

2.1.1 CONTRACTOR shall monitor its facility for compliance with Title 22, Division 6, Chapter 1, Sections 80073, 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 83088, to provide:

- a. A home and safe yard, well-maintained, and appropriately furnished;
- b. Age appropriate environment;
- c. A bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items;
- d. An appropriate and well-lit space for studying;
- e. Acceptable housekeeping;
- f. Safety gates and latches as applicable; and
- g. Telephone service on the premises.

### **2.2 Health and Education Passport (HEP):**

2.2.1 The CSW shall provide CONTRACTOR with the Child's HEP binder within seventy-two (72) hours of GH – ESC enrollment. If the Child has already been placed elsewhere and is moved to CONTRACTOR'S facility, the HEP binder is to be provided within forty-eight (48) hours of GH – ESC enrollment. If the HEP binder is not provided within the required timeframe, the CONTRACTOR shall immediately report lack of receipt of the HEP binder to, and request it from, DCFS Regional Administrator via e-mail. The CONTRACTOR may also contact the ESC Coordinator or the ESC Program Manager for further assistance.

2.2.2 CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement, but were not provided to CONTRACTOR by the COUNTY. CONTRACTOR shall only be held responsible for updating the information in the HEP binder during the course of the temporary placement, as needed.

2.2.3 CONTRACTOR shall update the Health Portion of the Child's HEP binder during the course of treatment by following the instructions included on the DCFS Child Health and Disability Prevention (CHDP) program forms which

are available online at <http://lapublichealth.org/chdp/index.htm> This includes the following medical, dental, and mental health information: (1) all medical, dental, and mental health problems identified and services provided, visits, and testing; (2) providers' names, addresses, and phone numbers; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any additional relevant information.

2.2.4 CONTRACTOR shall ensure that doctors or their staff record the medical and dental information, such as immunizations given, medical diagnosis, and prescribed medication.

2.2.5 CONTRACTOR shall provide the updated HEP binder to the Child's CSW at the time the Child is disenrolled from CONTRACTOR'S GH - ESC program. If the Child's CSW is not present at the time of the Child's departure, CONTRACTOR shall provide the binder within forty-eight (48) hours to the Child's CSW or the CSW'S DCFS office. It is the CSW's primary responsibility to pick up the binder from the CONTRACTOR within the forty-eight (48) hours.

### 2.3 Nutrition and Physical Activities:

2.3.1 CONTRACTOR shall follow the most current age-appropriate nutritional and physical activity guidelines recommended by the Centers for Disease Control and Prevention (noting special needs for pregnant and breastfeeding women) and the American Academy of Pediatrics.

2.3.1.1 CONTRACTOR shall follow the California Education Code governing nutritional standards for foods and beverages available to students: Education Code 49430, 49431, and 49431.2, as added by SB12 (Ch. 235, Statutes of 2005), and 49565-49565.8, as added by SB281 (Ch. 236, Statutes of 2005).

2.3.1.2 CONTRACTOR shall provide for the **special dietary needs** of the Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs. CONTRACTOR shall inform the Child's CSW when new special dietary needs arise due to medical problems/conditions.

2.3.1.3 CONTRACTOR shall provide for the physical activity requirements including, but not limited to, one (1) hour of exercise per day.

### 2.4 Medical, Dental, and Psychiatric Needs:

2.4.1 CONTRACTOR shall arrange for the necessary medical, dental, and psychiatric needs of the Child to be met in accordance with 'Requirements for Medical/Dental Exams for Placed Children, Exhibit A-IX; the Medi-Cal program; Title 22, Division 6, Chapter 1, Section 80075, and Chapter 5, Section 84075. CONTRACTOR shall, to the extent possible, utilize a CHDP program provider Doctor/Dentist, or a doctor/dentist who does CHDP

equivalent exams and provides the initial medical/dental assessments, care, and follow through.

2.4.1.1 CONTRACTOR shall have in place plans for emergency medical, dental, and psychiatric treatment of a Child.

2.4.1.2 CONTRACTOR shall take all necessary steps to arrange for any Child in its care with a known history of psychiatric problems (including hospitalizations) to receive a clinical evaluation, provided that such evaluation is authorized by the Department of Mental Health (DMH), and shall submit the written results of such tests, when received, to the Child's CSW.

2.4.1.3 To the extent reimbursed by Medi-Cal, a private insurance or otherwise by the COUNTY, CONTRACTOR shall ensure that the Child receives any medical or dental care as needed. In accordance with the procedure defined in Part F, Section 2.5 of this Statement of Work.

## 2.5 Reimbursement for Medical, Dental, and Psychiatric Costs:

2.5.1 CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for enrolled child

2.5.1.1 If a Child does not have valid proof of Medi-Cal coverage, CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444), and notify the Child's CSW.

2.5.1.2 If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist or one who does equivalent exam/services, CONTRACTOR may do one of the following: (1) check the web site of the Los Angeles COUNTY Department of Health Services at <http://lapublichealth.org/chdp/index.htm>, (2) contact the Child's CSW, (3) contact a DCFS Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

2.5.1.3 For any services not eligible for Medi-Cal reimbursement and not covered by a private insurance, CONTRACTOR shall, to the extent possible, obtain medical, dental, or psychiatric care services for the Child through a COUNTY or COUNTY-contracted facility.

2.5.1.4 For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by a private insurance, and not obtainable at a COUNTY or COUNTY-contracted facility, CONTRACTOR must request, by facsimile, prior written approval from the Child's CSW. If the Child's CSW does not respond to CONTRACTOR'S written request within three (3) business days, CONTRACTOR shall attempt to contact the Child's CSW's

supervisor. CONTRACTOR shall maintain written documentation of its attempts to obtain said written approval.

## 2.6 Procedures for Prescription/Non-Prescription Medications:

2.6.1 CONTRACTOR shall administer to the enrolled Child all prescription and non-prescription medication in accordance with Title 22, Division 6, Chapter 1, Section 80075 and Chapter 5, Section 84075. CONTRACTOR shall record type, date, and time of all prescription and non-prescription medication administered to the Child.

2.6.1.1 At the time of a Child's disenrollment from the GH - ESC program, CONTRACTOR shall provide any medications and court authorizations for the administration of psychotropic drugs to the Child's CSW.

## 2.7 Procedures for Psychotropic Medications:

2.7.1 CONTRACTOR shall: (1) ensure, for each psychotropic medication, that: the prescribing physician submits a request and obtains Court authorization to administer it; (2) maintain copies of court authorizations in the Child's case record, upon receipt from the Child's CSW or physician.

2.7.2 If there are any questions about a PMA or need to locate a PMA that has been approved by the court, the Contractor can contact the PMA unit at (562) 903-5335, 5334 or 5326. The fax number is (562) 941-7205. For questions regarding the PMA process, please contact D-Rate Program Manager at (213) 351-5734 or the ESC Program Manager at (626) 569-6873.

## 2.8 Psychiatric Hospitalization of a Child:

2.8.1 CONTRACTOR shall not disenroll any Child undergoing a seventy-two (72) hour Psychiatric Hold. CONTRACTOR shall participate in Team meeting for Child in a psychiatric hospital when requested by the COUNTY.

## 2.9 Child's Education

2.9.1 Stable School Placements: CONTRACTOR shall comply with all relevant WIC regulations, particularly Section 16000(b), which may be found at this link: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=15001-16000&file=16000-16014>, and also comply with Education Code Section 48850(a), which states in part, that:

*"In fulfilling their responsibilities to these pupils, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and*

*extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports administered by the California Interscholastic Federation. In all instances, educational and school placement decisions must be based on the best interests of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.”*

2.10 Identification of Public and Non-Public Schools:

2.10.1 CONTRACTOR shall identify: (1) all public school programs that meet the educational needs of the target population in the school district in which CONTRACTOR’s Group Home facility is located; and (2) non-public schools in the area that meet the needs of the Child whose educational needs cannot be met by the public school programs.

2.11 Immediate Enrollment of GH - ESC Children in School:

2.11.1 CONTRACTOR shall enroll Child within three (3) school days from the date of placement, per DCFS requirements.

2.11.1.1 CONTRACTOR shall ensure the Child’s completion of homework and shall provide tutors, volunteers, or staff with the necessary skills to assist with the homework.

2.11.1.2 CONTRACTOR shall arrange tutoring for a Child whose basic skills are below grade level, to the extent that these services are available from either the school district or free services in the community. CONTRACTOR is not obligated to pay for items covered by public funds.

2.11.1.3 CONTRACTOR shall engage the Child in age and developmentally appropriate extra-curricular activities that may include, but shall not be limited to: computer access time, reading, arts, crafts, and visits to libraries, museums, and performing arts theaters for music and drama.

2.11.1.4 CONTRACTOR shall provide sufficient computers in good operating condition, for use by the enrolled Child with adequate Parental controls.

2.11.1.5 CONTRACTOR shall not be held responsible in an audit for failure to have the Child enrolled in a school setting within three (3) school days, if the COUNTY failed to provide all necessary previous school information of the Child to CONTRACTOR, and if the Child is Absent With Out Leave (AWOL) from GH - ESC within the three (3) school days from the date of placement.

2.12 Educational Assessments by the Foster Youth Services Program:

2.12.1 CONTRACTOR shall allow educational counselors/staff from the Foster Youth Services Program (FYS) to interview an enrolled Child and to review the HEP binder for an educational assessment.

2.13 Planned Leisure, Extracurricular, Enrichment, and Social Activities:

2.13.1 CONTRACTOR shall provide opportunities for and encourage age appropriate activities. Activities may include: (1) group interaction activities, both in the Group Home facility and in the community; (2) physical activities such as games, sports, and exercise, both at the Group Home facility and in the community; (3) individual and family-oriented leisure time activities; and (4) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation.

2.13.2 CONTRACTOR shall provide at least two (2) planned social/recreational activities per month, such as going to a movie, eating out, skating, etc.

2.13.3 CONTRACTOR shall give each capable Child the opportunity to participate in the planning, preparation, conduct, cleanup, and critique of the planned activities.

2.13.4 CONTRACTOR shall encourage and allow the Child to participate in activities in which child has a personal interest, such as dance, art, sports, music, etc.

2.13.5 CONTRACTOR shall provide opportunities to encourage the development of the Child's cultural awareness, thereby increasing self-esteem.

2.13.6 CONTRACTOR shall create in the Group Home facility a home-like, child-friendly environment and encourage each Child to personalize his/her bedroom.

2.13.7 CONTRACTOR shall comply with WIC Section 362.05(a) (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=00001-01000&file=360-370>), which states, in part, that:

*"Each state and local entity shall ensure that private agencies that provide foster care services to dependent children have policies consistent with this section and that those agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities. [Caregivers, as defined in paragraph (1) of subdivision (a) of Section 362.04,] shall use a reasonable and prudent parent standard, as defined in paragraph (2) of subdivision (a) of Section 362.04, in determining whether to give permission for a child residing in foster care to participate in extracurricular, enrichment, and social activities.*

*[The caretaker] shall take reasonable steps to determine the appropriateness of the activity in consideration of the child's age, maturity, and developmental level."*

2.13.8 CONTRACTOR shall provide opportunities to teach the Child the difference between right and wrong, self-control, compassion, morals, integrity, patience, respect, responsibility, etc., to develop social consciousness.

2.13.9 CONTRACTOR shall teach enrolled Child how to set short-term and long-term goals and objectives appropriate to the developmental level of each Child. CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Child as they relate to his/her career plans, strengths and interests, and educational possibilities. These discussions of life goals shall be designed to help prepare the Child for Emancipation and adulthood, and, where the permanency plan is for family reunification, for return to his/her family. CONTRACTOR shall document such discussions in the Child's file.

2.13.10 CONTRACTOR shall not discipline a Child by preventing him/her from attending career/vocational training programs or holding a job.

2.14 Clothing Supply, Allowance, and Purchases, Clothing Records:

2.14.1 CONTRACTOR shall maintain for each Child: (1) a written inventory of clothing; and (2) clothing receipts with a description of the item(s) purchased written on each receipt.

2.14.2 CONTRACTOR shall update clothing inventories whenever clothing items are added from any source or removed for any reason from the Child's clothing supply.

2.15 Clothing Supply:

2.15.1 CONTRACTOR within the first three (3) days shall ensure each Child enrolled in GH - ESC with clothing without requiring the Child to purchase clothing with his/her own funds.

2.15.2 CONTRACTOR shall provide Child upon enrollment into the GH – ESC program two (2) sets of clothing which shall include, but not be limited to: pants, shirts/blouses, socks, and undergarments. In addition, GH – ESC program shall ensure that each enrolled Child has, or is provided with, the following items: at least one pair of shoes, a jacket/sweater, pajamas, and slippers.

2.16 Special Clothing Needs:

2.16.1 CONTRACTOR shall plan with the Child and arrange for the purchase (as appropriate) of school uniforms, work uniforms, sports clothing, sports equipment, special-occasion clothing, and other necessary items for

dances, proms, and graduation. If an expensive item(s) is desired that is not within CONTRACTOR'S budget for sufficient clothing, the Child may purchase the desired item(s) voluntarily.

2.17 Clothing Fit, Appropriateness, Selection, Cleaning, Mending, and Storage:

2.17.1 CONTRACTOR shall ensure that clothing fits according to industry size charts and clothing shall in no situation be too small or more than two sizes larger than the Child's actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the season and intended use, including the school's dress code. In no event shall CONTRACTOR provide the Child with used/second hand underwear or shoes. CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. CONTRACTOR shall encourage the Child to be involved in the selection of his/her clothing based on his/her developmental level.

2.17.2 The clothing shall be the property of the Child and shall be retained by the Child or his/her representative upon termination of placement. CONTRACTOR shall label a Child's clothing for identification purposes.

2.17.3 CONTRACTOR shall provide for the storage and security of each Child's clothing during the entire term of the placement.

2.17.4 CONTRACTOR shall provide for laundry, dry cleaning, and mending of clothing.

2.18 Linens, Hygiene, and Personal Care Items

2.18.1 Linens: CONTRACTOR shall: (1) supply each enrolled Child sufficient clean face cloths, towels, and sheets; (2) provide clean sheets, serviceable blankets and bedspreads; and (3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s), as needed.

2.18.2 Hygiene and Personal Care Items: CONTRACTOR shall: (1) supply each enrolled Child, initially, and replace as needed, with new personal hygiene and personal care items including a new/unused toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) provide each Child with the specific brands necessary for health reasons, as needed.

2.18.3 Personal care/hygiene items shall be provided, with consideration given to specific cultural and ethnic needs.

2.19 Personal Belongings at Termination of Enrollment:

2.19.1 When a Child is disenrolled, CONTRACTOR shall ensure that the Child's clothing and personal belongings accompany the Child to the next placement.

2.19.2 If the Child runs away, CONTRACTOR shall gather Child's clothing and personal belongings, alert the Child's CSW that such belongings are at the Group Home facility, and, if the Child's CSW does not collect the belongings, store them for up to fourteen (14) calendar days from the date of notification.

2.19.3 After fourteen (14) calendar days, CONTRACTOR shall contact and inform the Child's CSW that the belongings will be mailed to the CSW or his/her supervisor at the COUNTY'S expense, unless an alternate plan is agreed upon.

2.19.4 If the CONTRACTOR cannot locate the CSW, the CONTRACTOR should contact the ESC Coordinator identified in the Contract, or the ESC Program Manager.

## 2.20 Personal Allowance and Earnings:

2.20.1 CONTRACTOR shall provide each Child with a base allowance appropriate to age and reasonably commensurate with peer group standards. The base amount shall not be less than the following amounts per week: - \$5.00 (11-13 years); and \$7.00 (14-17 years), starting with the first full week of enrollment. Allowances may be increased beyond the base amount in accordance with a CONTRACTOR's point/levels/rewards behavior management system as described in CONTRACTOR'S Program Statement.

2.20.1.1 CONTRACTOR shall maintain an Allowance Log indicating the date, the amount of allowance the Child has received, and the Child's signature (when age appropriate) upon receipt of the allowance.

2.20.1.2 CONTRACTOR shall not substitute monetary allowances with non-monetary items such as clothing, food, and other items that CONTRACTOR is required to provide.

2.20.2 CONTRACTOR shall not require a Child to use his/her allowance or earnings to purchase items CONTRACTOR is required to provide. These items include: (1) clothing; (2) personal care/hygiene items; (3) activities; (4) school supplies; and (5) meals.

2.20.2.1 CONTRACTOR shall permit a Child to spend his/her allowance, earnings, or other income as the Child desires. The Child's allowance, earnings, or other income may be applied by the Child towards the purchase of special clothing items, tools, and other personal property apart from the basic services, which are to be provided by CONTRACTOR, as stated herein.

2.20.2.2 If a Child is unable to handle money, the CONTRACTOR shall provide the Child with instructions on how to handle money and put the Child's money in a secure place until the Child is able to handle his/her money independently.

2.20.3 CONTRACTOR may apply monetary consequences in accordance with the Foster Youth Bill of Rights, Exhibit A-I. CONTRACTOR shall maintain an account of monetary fines collected.

## 2.21 Transportation:

2.21.1 CONTRACTOR shall provide transportation and transportation expenses as outlined in CONTRACTOR's Program Statement.

2.21.1.1 CONTRACTOR shall arrange transportation to the activities as needed. These activities may include school, after-school activities, Youth Development Services (YDS) program activities, teen clubs, the place of the Child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational activities, therapy, medical/dental appointments, religious service of the Child's or family's preference, visits to sibling, etc. This may include teaching the Child to take public transportation, and arranging transportation with other care providers or outreach advisors, CSWs, etc.

2.21.1.2 CONTRACTOR shall: (1) provide safe, insured vehicle(s) (in compliance with DCFS GH Contract, Part I: Unique Terms and Conditions, Section 6.0 Insurance Coverage Requirements, sub-section 6.2) to provide adequate transportation for placed Children; and (2) abide by all applicable federal and state laws and regulations in transporting placed Children.

2.21.1.3 CONTRACTOR shall monitor and maintain records to verify that staff who transport the placed Children: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicles, if used to transport placed Children, in compliance with the insurance coverage requirements set forth in DCFS GH Contract, Part I: Unique Terms and Conditions, Section 6.0 Insurance Coverage Requirements, sub-section 6.2.

2.21.1.4 No Child shall miss going to school or medical/dental appointments because CONTRACTOR does not provide or arrange transportation.

**PART G – PERFORMANCE REQUIREMENT SUMMARY**

<b>1.0 COUNTY ACTIONS FOR CONTRACTOR’S UNMET PERFORMANCE TARGETS</b>	
<b>CONTRACTOR’S PERFORMANCE TARGETS</b>	<b>COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS</b>
<p>99.68% of Children placed in a GH – ESC facility do not have any new substantiated and/or inconclusive allegations as specified in Penal Code, Section 11164 et.seq. while receiving services under this Contract</p> <p>98% of Children are free from child-to-child injuries while enrolled in GH - ESC.</p> <p>At least 65% of enrolled Children will participate in educational activities and/or attendance.</p> <p>At least 75% of placed Children shall have completed a GH-ESC Exit Summary Form</p>	<p>Failure to meet any performance target could result in a program review and implementation of an administrative remedy(ies).</p> <p>Failure to meet any performance target could result in further action, such as placement of Contractor on a <i>Hold, DNR, or DNU</i> status.</p>

**EXHIBIT Y-2**

**TARGET POPULATIONS WITH CORRESPONDING RATE  
CLASSIFICATION LEVELS  
(GROUP HOME EMERGENCY SHELTER CARE SERVICES)**

**TARGET POPULATIONS WITH CORRESPONDING RATE  
CLASSIFICATION LEVELS  
(GROUP HOME EMERGENCY SHELTER CARE SERVICES)**

The target populations described below are general in nature and are not intended to be narrow, inflexible definitions of the only children that might be appropriate for GH programs at a particular RCL.

**THE TARGET POPULATIONS FOR RCL 4, 5, OR 6**

These programs are for Probation children who:

1. have a history of incorrigibility and/or have exhibited delinquent-type behaviors;
2. require social work and/or mental health treatment services; and
3. require a structured program and closer supervision than is usually provided in a relative or foster family home setting.

**THE TARGET POPULATIONS for RCL 7, 8, or 9**

These programs are for children who:

1. require a structured program and closer supervision than is usually provided in a relative or foster family home setting;
2. have significant emotional and behavioral problems, which may include delinquent behavior;
3. require social work and mental health treatment services; and
4. require behavioral intervention;

A typical child for RCL 7, 8, or 9 programs might be described as someone who fits one or more of the following descriptions: (1) has a history of refusal to attend school or follow house rules, running away, impulsive behavior, or damaging property; (2) has a psychiatric diagnosis of Attention-Deficit/Hyperactivity Disorder (ADHD), Depressive Disorder, or Conduct Disorder; and (3) may require psychotropic medication management, tutoring, or special education services.

**THE TARGET POPULATIONS FOR RCL 10, 11 OR 12**

These programs are for children who:

1. have a severe emotional disorder and severe behavioral problems, which may include delinquent behavior, being a victim of past sexual abuse, and being a sexual perpetrator;
2. require extensive social work and mental health treatment services;
3. require behavioral intervention; and

4. require intense supervision.

A typical child for RCL 10, 11, or 12 programs might be described as someone who, in addition to all of the problems noted in PART D, SOW, Part B, TARGET POPULATIONS, Section 2.0, fits one or more of the following descriptions: (1) has a history of refusal to attend school and/or participate in treatment program(s) and engaging in high-risk behaviors such as verbal and physical threats to peers and staff, assaultiveness, and/or drug use; (2) has a psychiatric diagnosis of Oppositional Defiance Disorder, Bi-polar Disorder, or Post-Traumatic Stress Disorder; (3) may require short acute psychiatric hospitalization for stabilization, psychotropic medication management, tutoring, and/or intensive special education services; (4) is 16-17 years old, and lack the educational, employment, and/or life skills required for independent living; (5) abuse controlled substances; and (6) is both Severely Emotionally Disturbed and Developmentally Disabled.

**THE TARGET POPULATION AND ADDITIONAL REQUIREMENTS FOR THE RCL 10, 11 OR 12 TO PROVIDE A GROUP HOME EMERGENCY SHELTER CARE PROGRAM ARE TO:**

1. provide emergency care and intensive supervision for Placed Children 11-17 years old for 30 days or less;
2. provide intake and placement services 24 hours per day, seven days per week; and
3. provide a psychological assessment that includes specific recommendations for future treatment such as therapy and medication.

**THE TARGET POPULATION FOR RCL 14 PROGRAMS ARE CHILDREN WHO:**

1. are Seriously Emotionally Disturbed (*State regulations require that the Interagency Placement Committee certify each AFDC-FC child is Seriously Emotionally Disturbed and in need of RCL 14 mental health Services as part of the intake process. It must also re-evaluate each child at least every six months to determine whether or not RCL 14 mental health Services are still needed.*);
2. require intensive social work and mental health treatment services;
3. require frequent behavioral intervention; and
4. require very intense supervision.

A typical child for RCL 14 programs might be described as someone who fits one or more of the following descriptions: (1) has a history of a persistent and serious emotional disorder and engaging in high-risk behaviors such as running away, indiscriminate sexual activity, verbal and physical threats and/or assaultiveness to peers and staff, drug use, and suicidal ideation and/or attempts; and (2) has a psychiatric diagnosis of Bi-polar Disorder, Major Depression, Post-Traumatic Stress Disorder, Psychotic Disorder, or Schizophrenia; and (3) usually requires occasional short-term

acute psychiatric hospitalization for stabilization, psychotropic medication management, tutoring, and a licensed, certified on-grounds school.

**THE TARGET POPULATION FOR NON-PROFIT GROUP HOMES VENDORED BY A REGIONAL CENTER WHOSE REGIONAL CENTER RATE HAS ALSO BEEN AUTHORIZED BY THE FOSTER CARE FUNDING AND RATES BUREAU:**

These programs are for children who:

1. require a structured program and closer supervision than is usually provided in a relative or foster family home setting; or
2. are Developmentally Disabled and: (1) have severe deficits in self-help skills and/or severe impairment in physical co-ordination and mobility; and/or (2) are severely disruptive or have self-injurious behavior;
3. require extensive social work services and the program consultation services of a qualified mental retardation specialist;
4. require frequent behavioral intervention; and
5. require very intense supervision.

Rev. 5-30-07, W.H.

**CONTRACTORS' PROGRAM STATEMENT ARE FILED UNDER SEPARATE COVER**



CDSS

WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



EDMUND G. BROWN JR.  
GOVERNOR

May 9, 2012

Mary L. Davis, Executive Director  
Deliann Lucile Corporation  
DeliLu Achievement Home Emergency Shelter Program  
7009 Wrightcrest Drive  
Culver City, California 90232

**SUBJECT: AMENDED FACILITY ADDRESS CORRECTION –  
NEW GROUP HOME EMERGENCY SHELTER PROGRAM RATE  
NOTIFICATION - PROVISIONAL RATE NOTIFICATION –  
MORATORIUM EXCEPTION APPROVAL - PROGRAM NUMBER 1996.13.01**

Dear Ms. Davis:

This letter is to notify you of your new group home Emergency Shelter Program (ESP) rate notification, the new group home program provisional rate under the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program. Also, included in this letter is information regarding the moratorium exception, the effective date of your provisional rate and the Rate Classification Level (RCL), audit requirements, protest process, and funding ratios.

#### **MORATORIUM EXCEPTION**

The Foster Care Audits and Rates Branch (FCARB) received a letter from County of Los Angeles, Department of Children and Family Services on April 3, 2012, requesting on your behalf an exception to the Moratorium on the Acceptance and Processing of Group Home Rates Applications, see ACL 11-71. The exception has been granted.

#### **EFFECTIVE DATE OF RATE AND RCL**

Based on the review of your group home program rate application, the Foster Care Rates Bureau (FCRB) has established a provisional rate for program number 1996.13.01. The rate effective date is May 1, 2012 or date of first placement for an RCL 12 with a corresponding rate of \$8,069 per child per month has been established for 6 beds at the following location:

DeliLu Achievement Home ESP  
4007 Cherrywood Avenue  
Los Angeles, California 90008  
License Number: 198207109

The effective date of your rate corresponds with the date that FCARB received your complete application and approved exception to the moratorium. **Please notify this office in writing of the date of your first placement.**

### **PROVISIONAL RATE AND PROGRAM AUDIT REQUIREMENTS**

The provisional rate for your group home ESP was established pursuant to Welfare and Institutions Code (W&IC) section 11462(e)(1) (A), which requires the establishment of a rate for a new provider/ program based on the level of care and services that the group home proposes to provide or projects in the rate application. The statute also requires that a determination of the RCL be made no later than 13 months after the effective date of the provisional rate. The California Department of Social Services (CDSS) audit staff will determine the RCL based on an audit of documentation and other information that verifies the level of care and supervision provided by the group home program during a period of two (2) full calendar months or sixty (60) consecutive days. The audit will not cover the first six months of operation under the provisional rate. The provisional rate will remain in effect pending issuance of the audit report that will determine the RCL based on the audited level of care and services actually provided during the two-month audit period. Based on the audited RCL, your rate may be adjusted. However, you will be notified of any change in your RCL and rate prior to the adjustment.

### **FINANCIAL AUDIT REQUIREMENTS**

A Financial Audit Report (FAR) and cost data are required as a condition of receiving an AFDC-FC rate. To avoid possible rate termination, the non-profit corporation must submit the required acceptable FAR and audited/unaudited cost data to the CDSS by the required due date. The due date of the FAR and cost data for a new provider is dependent on a variety of factors which include the following: (1) length of time the non-profit corporation has been incorporated, (2) the corporation's fiscal year, and (3) the amount of combined federal revenues received, (4) Date of first placement. **Please contact the Program and Financial Audits Unit (PFAU) at (916) 653-1802 to provide the above specified information in order to determine when your corporation's FAR and cost data must be submitted.** The PFAB staff is also available to provide other important financial audit information such as the auditing standards that must be followed, where to submit the FAR, how to calculate the amount of federal revenues received, whether the FAR must be submitted annually or every three years, etc.

### **PROTEST PROCESS**

If you disagree with this determination, you may file a protest. The protest and supporting documentation must be filed within sixty (60) days from the date of the mailing of this notification. You must include the reason for the protest and full

DeLiLu Achievement Home ESP  
1996.13.01  
Page Three

supporting documentation relevant to its resolution, as specified in Manual Policies & Procedures section 11-430.3. The protest must be sent via certified mail, return receipt requested, to:

California Department of Social Services  
Children and Family Services Division  
744 P Street, M.S. 8-17-18  
Sacramento, CA 95814  
Attn: Kevin Gaines, Assistant Deputy Director

### FUNDING RATIOS AND COUNTY NOTIFICATION

The county listed below will receive a copy of this letter. You should also send a copy to other agencies that place children in your program or they may contact this office for confirmation. This information is also available on the CDSS website at <http://www.childsworld.ca.gov/PG1343.htm#Lists>. The following information regarding funding ratios is for county use only and requires no action on your part:

Federally Allowable:	92.55%
Non-Federally Allowable:	7.45%

If you have any questions regarding this letter, please contact Nina Ures, your rates consultant, at (916) 654-2639 or Nancy Littlefield, Manager of Foster Care Rates Unit, at (916) 651-2752.

Sincerely,



DEBRA WILLIAMS, Chief  
Foster Care Rates Bureau  
Foster Care Audits and Rates Branch

c: Kathy Watkins, CWDA

Lucy Marroquin, CCLD

Los Angeles County, DCFS  
Out of Home Care Division  
Attn: Sheila Jefferson  
9320 Telstar Avenue, Suite 206  
El Monte, CA 91731



# State of California

## Department of Social Services

Facility Number: 198207109

Effective Date: 12/05/2011

Total Capacity: 6

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

### this License to

DELIANN-LUCILE

to operate and maintain a

GROUP HOME

### Name of Facility

DELILU ACHIEVEMENT HOME - ESP  
4007 CHERRYWOOD AVENUE  
LOS ANGELES, CA 90008

This License is not transferable and is granted solely upon the following:

PROVISIONAL - EXPIRATION DATE: 12/04/2012

FACILITY LICENSED TO SERVE SIX (6) FEMALES AGES 3 THRU 17 YEARS OLD.  
AMBULATORY ONLY. THERE ARE NO BODIES OF WATER ON THE PREMISES.

Client Groups Served:

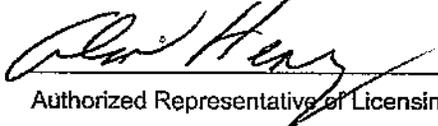
CHILDREN

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office

(310) 568-1807

Jeffrey Hiratsuka  
Deputy Director,  
Community Care Licensing Division

  
Authorized Representative of Licensing Agency



# GROUP HOME EMERGENCY SHELTER CARE SERVICE DELIVERY SITES

Type of program:  Foster Family Agency

(Check one)  Group Home

Administrative Office/Headquarters

AGENCY NAME	AGENCY ADDRESS	AGENCY CONTACT PERSON	TELEPHONE AND FAX NUMBERS
Deiann-Lucile Corporation	7009 Wrightcrest Drive Culver City, CA 90232	Mary L. Davis	310 837 5495  310 815 8601

## Licensed Facilities Included in this Contract

FACILITY NAME	YOUTH SERVED-DCFS, PROB. OR DUALY SUPV.	FACILITY ADDRESS	FACILITY CONTACT PERSON	TELEPHONE AND FAX NUMBERS
DeiLu Achievement Home ESP	DCFS	4007 Cherrywood Avenue Los Angeles, CA 90008	Mary L. Davis	310 299 0822  310 299 0822

(Submit a separate Form for each type of program, eg FFA or GH)

Use additional sheets if necessary.

EXHIBIT BB-2

### SERVICE DELIVERY SITES

- Yes    No   Are any of the facilities listed above on County owned or County Leased property? If yes, please provide an explanation:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- Yes    No   Do any or your agency's Board members or employees, or members of their immediate families own any property leased or rented by your agency? If yes, please provide an explanation.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

On behalf of DELIANN-LUCILE CORPORATION (Contractor's name), I MARY L. DAVIS (Name of Contractor's authorized representative), certify that the information contained in this Service Delivery Sites – Form #23 is true and correct to the best of my information and belief.

MARY L. DAVIS, CEO

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.  


SEPTMBER 5, 2012  
 Date

**DISCHARGE SUMMARY:  
GROUP HOME- EMERGENCY SHELTER CARE**

<b>Name of minor:</b>	<b>Age:</b>
<b>GH-ESC:</b>	
<b>Placement Date:</b>	<b>Exit Date:</b>
<b>CSW:</b>	<b>SCSW:</b>

**Team Meeting Date:** \_\_\_\_\_

**Who participated in the Team Meeting?**

Csw: [ ] SCSW: [ ] RUM: [ ] Minor: [ ] GH-ESC: [ ] Other: [ ] \_\_\_\_\_

**What was the reason for the child's exit from the GH-ESC Program?**

\_\_\_\_\_  
\_\_\_\_\_

**Where was the child discharged to?**

FFA [ ] GH [ ] Foster Home [ ] Relative [ ] HOP [ ] Hospital [ ] AWOL [ ]

**What was the Agency's recommendation for continued services for the child (individual counseling, special education services, etc.)?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Did the minor discharge with Medication? Yes [ ] No [ ]**

**Was the minor discharged with the Psychotropic Medical Authorization (PMA)?**

Yes [ ] No [ ]